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Thomas Ragan vs Samuel Hancock & Sam^d Timberlake

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One Thousand Eight hundred and five

Be it Remembered that there before court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the Year of our Lord one thousand Eight hundred and two Thomas Ragan by James Wallace his Attorney Came into Court and brought into the same his bill against Samuel Hancock and Samuel Timberlake in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case, and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit

e Mississippi Territory. District of Adams towit In the Superior Court June Term 1802.
Samuel Hancock and Samuel Timberlake were Attached to answer unto Thomas
Regan in a plea of Trespass on the Case &c. Whereupon the said Thomas by James Mathews
his Attorney Complains For that whereas the said Samuel Hancock and Samuel
Timberlake on the Second day of May in the Year of our Lord One thousand Eight hundred
and One towit At the County of Adams in the Territory aforesaid, and within the Jurisdic-
tion of this Honorable Court, were indebted to the said Thomas the Sum of two thousand
Seven hundred dollars Current money of the United States of America for work and
labour before that time done and performed by the said Thomas for the said
Samuel Hancock and Samuel Timberlake at their Special instance and
request and the said Samuel Hancock and Samuel Timberlake being so indebted
in Consideration thereof afterwards to wit on the day and year aforesaid in the County
aforesaid, took upon themselves and their faithfully promised the said
Thomas, that they the said Samuel Hancock and Samuel Timberlake would
well and truly pay to the said Thomas the said two thousand seven hundred dollars
when afterwards they should be thereto requested — And whereas the said Samuel
Timberlake and Samuel Hancock afterwards to wit on the day and year last mentioned
in the County of Adams aforesaid and within the Jurisdiction of this Honorable Court, were
indebted to the said Thomas Regan in other two thousand seven hundred Dollars of like
lawful money of the United States by the said Thomas before that time lent and advanced
to the said Samuel Hancock and Samuel Timberlake and at their Special instance
and request and being so indebted they the said Samuel Hancock and Samuel Timberlake
in Consideration thereof afterwards to wit on the same day and year aforesaid in the County
aforesaid took upon themselves and them and there faithfully promised the said Thomas
to pay him the said last mentioned Sum of money when they should be thereto afterwards
requested — Yet the said Samuel Timberlake and Samuel Hancock in nowise regarding
their several promises and undertakings aforesaid in form aforesaid made but contriving
and fraudulently intending craftily and subtilly to deceive and defraud the said
Thomas in this particular have not nor hath either of them paid the said several Sums
of money or any part thereof to the said Thomas although they have been thereto
often requested by the said Thomas towit in the County aforesaid but
they to pay the same to the said Thomas have hitherto altogether refused and
still do refuse to the damage of him the said Thomas of three thousand Dollars
and therefore he brings Suit &c — And the said Samuel Timberlake and Samuel
Hancock by Samuel Mathews their Attorney come and defend the wrong and injury when
and say that they do not promise and assume in manner and form as the said Thomas
Regan Complains against them and thereof put themselves upon the Country
and the said Thomas doth the like and for further plea the said Samuel Timberlake
and Samuel Hancock by their said Attorney and by Virtue of the Statute in such
Case made and provided say they have fully paid the said Thomas Regan the full
Value of the said Samuel Timberlake and Samuel Hancock of the assumption
within mentioned towit at the County aforesaid and this they are ready to verify
and pray Judgment if the said Thomas Regan ought to have and maintain his
Action against them and of this they put themselves upon the Country &c —

Afterwards towit at a Superior Court of Law held at Natchez in and for
the district of Adams on the third monday in June in the year of our Lord one thousand
Eight hundred and two this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third monday in November in the year of our Lord

one thous and Eig ht hundred and two this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thous and Eight hundred and three this Cause was legally Continues

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of our Lord one thous and Eight hundred and three the parties aforesaid by their Attornies aforesaid move the Court here that the whole matter in the premises between them in Variance may be refered to persons indifferent between the said Parties to be appointed by the Court here with the Consent of the said parties to adjust the Same. Whereupon by Consent of the said parties by their Attornies aforesaid It is ruled by the Court here that the whole matter in Variance between the said parties be refered to Isaac Locke John Campbell Haden and Lucius Boomer and Peter A Vandorn and that the said Arbitrators when the whole Matter Concerning the premises between the said Parties in variance being fairly adjusted have their Award be writing and that Judgment of Court be entered according to such award and be final between the said Parties which said Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of our Lord one thous and Eight hundred and four this Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in August in the year of our Lord One thous and Eight hundred and four this Cause was legally Continued—

And now at this day towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of Our Lord one thous and Eight hundred and five Came again the parties aforesaid by their Attornies aforesaid. Whereupon the said Arbitrators pursuant to the Rule aforesaid Return to the Court here their award of and upon the premises in the following words that is to say— We the Referees having heard the parties Instruments the Accounts and Witnesses do Award to Thomas Ragan Sixty one dollars and fifty three Cents and 3/4 with Costs of Suit. and that thereupon the defendant be discharged Natchez 10 August 1804. And thereupon the said Thomas Rugan by his Attorney aforesaid prays the Court here to Entre Judgment on the award aforesaid unless the said Samuel Timberlake and Samuel Hancock good and Sufficient Cause to the Contrary Shall make appear &c— Therefore it is Considered by the Court here that the said Thomas Ragan do recover against the said Samuel Timberlake and Samuel Hancock the said Sum of Sixty one dollars fifty three and three fourth Cents for his damages awarded as aforesaid which he hath Sustained by reason of the Non performance of the promises and undertakings aforesaid by the arbitrators aforesaid in form aforesaid awarded. and also the Sum of Seventeen dollars and Eighty two Cents, for his said Costs and Charges by him about his Suit in this behalf expended by the said Court now here adjudged to the said Thomas Rugan with his assent— which said damages Costs and Charges amount in the whole to Seventy nine dollars thirty five and three fourth Cents. and the said Samuel Timberlake and Samuel Hancock in mercy and &c forth—

Evan Jones Vs Reuben J Sackett

Mess^rs before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of Our Lord One thous and Eight hundred and five—

Be it Remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand Eight hundred and three Evan Jones by Lyman Harding his Attorney Crought into the Court aforesaid his bill against Reuben J Sackett in Custody of the Sheriff of Adams County in the district

of Adams of a plea of trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe. which said Bill follows in these words to wit: District of Adams ss. Supirior Court of Law June Term 1803. Evan Jones Complains of Reuben J. Sackett in Custody &c. of a plea of trespass on the Case, For that whereas the said Reuben J. Sackett on the fifth day of February in the Year of our Lord One thousand Eight hundred and three at Natchez in the district of Adams aforesaid, made his Certain Note in writing Commonly Called a promissory Note, with his proper hand thereto Subscribed, bearing date on the day and Year last mentioned, and then and there delivered the said Note to the said Evan Jones, by which said Note the said Reuben J. Sackett promised to pay to the said Evan Jones or to his Order on demand the Just and full Sum of one thousand three hundred and three dollars and Seventy Cents Lawful money of the United States, with Lawful Interest until paid, for Value Recived by the said Reuben J. Sackett by reason whereof the said Reuben Sackett became liable to pay to the said Evan Jones the said Sum of Money Contained in said note, According to the tenor and effect of said note, and being so liable the said Reuben J. Sackett in Consideration thereof afterwards to wit on the day and Year last mentioned at Natchez in the district aforesaid undertook and then and there faithfully promised the said Evan Jones to pay him the said Sum of Money Contained in said Note, According to the tenor and effect of said Note And the said Reuben J. Sackett his promise and undertaking aforesaid in form aforesaid Made not in this Court regarding the aforesaid Sum of money or any part thereof to the aforesaid Evan Jones hath not yet paid, although the same the said Reuben J. Sackett by the said Evan Jones hath been often required that to pay the same to him the said Reuben J. Sackett hath hitherto wholly refused and still doth refuse to pay the same to the said Evan Jones to his damage two thousand and six hundred dollars and thereupon he brings Suit &c—

And the said Reuben J. Sackett by James Wallace his Attorney Comes and defends the wrong and injury when &c. and Says that he did not promise and undertake in manner and form as the said Evan Jones hath above declared against him And of this he puts himself upon the Country— And the Plaintiff doth the like—

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord one thousand Eight hundred and three this Cause was legally Continued—

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand Eight hundred and three this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four this Cause was legally Continued.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord one thousand Eight hundred and four this Cause was legally Continued—

Afterwards to wit it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon twenty good and Lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and Lawful men of his County According to the directory of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of our Lord one thousand Eight hundred and five Bywhom and to forth— who neither and so forth. to Wit Negroe and so forth to wit

as well and so forth the same days is given to the parties aforesaid there and so forth—
at which day to wit before the Judges of the Territory aforesaid at the Court aforesaid there and then held. Came as well the said Evan Jones and the said Reuben T. Lockwood their Attorneys aforesaid and the Juror of which mention is above made being called Certain of them come to wit: Robert Morrow Jonathan Dayton, Nathan Savage Isaac Brandon Isaac Alexander Mathew M^c Culloch, Matthias Bunting William Tisdale, David Greenleaf Isaac Lacky Ebenezer Ely and Isaac Suggett who being duly elected Empannelled tried and Sworn the truth to speak Concerning the matters within Contained say upon their Oaths that the said Reuben T. Lockwood did promise and undertake in manner and form as the said Evan Jones above in his declaration hath alledged against him, and that the said Evan Jones hath sustained damages on occasion of the premises besides his Costs and Charges by him about his suit in that behalf expended to fourteen hundred and thirty four dollars and seven Cents Therefore it is Considered by the Court here that the said Evan Jones do recover against the said Reuben Lockwood as well the said sum of fourteen hundred and thirty four dollars and seven Cents his damages aforesaid by the Juror aforesaid in form aforesaid assessed and also the sum of seventeen dollars and thirty two Cents for his said Costs and Charges by him expended in and about the prosecuting his said suit in that behalf by the said Court now here adjudged to the said Evan Jones with his assent which said damages Costs and Charges amount in the whole to fourteen hundred and thirty one dollars and fifty one Cents. And the said Reuben Lockwood in Mercy and so forth—

William Brooks at Suit of James Campbell

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of our Lord one thousand eight hundred and five—
Be it Remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thousand eight hundred and two, William Brooks by Ebenezer Bradish his Attorney brought into the Court aforesaid his bill against James Campbell in Custody of the Sheriff of Adams County in the district of Adams of a plea of trespass on the Case. and there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit— Superior Court of Law District of Adams June Term 1802. William Brooks Complains of James Campbell in Custody &c. of a plea of trespass on the Case. For that whereas the said James Campbell on the first day of June in the year of our Lord one thousand eight hundred and two in the district aforesaid, was indebted unto the said William Brooks in the sum of three hundred and thirty dollars money of the United States, for meat and drink by the said Brooks before then found and provided for the said Campbell and at his special instance and request, and being so indebted he the said Campbell in Consideration thereof afterwards to wit on the same day and year aforesaid in the district aforesaid undertook and faithfully promised the said William Brooks to pay him the said sum of money when he the said Campbell should be thereto afterwards requested. And whereas afterwards to wit on the same day and year aforesaid in the district aforesaid in Consideration that the said William Brooks at the like special instance and request of the said James Campbell had before that time found and provided other meat and drink for the said Campbell he the said Campbell then and there in Consideration thereof undertook and faithfully promised the said Brooks to pay him so much money as he therefor reasonably deserved to have for the same when he the said Campbell should be thereto afterwards requested. And the said Brooks avers that he therefore reasonably deserved to have of the said Campbell for the same other three hundred and

thirty dollars lawful money of the United States, whereof the said Campbell afterwards to wit on the same day and year aforesaid in the County aforesaid had Notice & yet the said Campbell tho often requested the Sums aforesaid hath not paid or any part thereof but hath hitherto wholly refused. and still doth refuse to pay the same to the said William Brooks to his damage four hundred and fifty dollars. and thereupon he brings Suit &c.

And the said James Campbell by James Dunlop his Attorney comes and defendeth the force and injury when &c. and Saith he did not undertake in manner and form as the said William Brooks above Complaineth against him and of this he putteth himself upon the Country. and the Plaintiff doth likewise.

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and two this Cause was legally Continued—

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and two this Cause was legally Continued—

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams, on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued—

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and three, the said James Campbell's Death being suggested to the Court the Cause was Revived against the Administration of the said James Campbell by Scire facias which Cause was then and there legally Continued—

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued—

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in August in the year of our Lord one thousand Eight hundred and four this Cause was legally Continued

And now at this day Court at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of our Lord one thousand Eight hundred and five Came as well the said William Brooks as the said Administrator by their Attorneys aforesaid. And the said Administrator say that they cannot deny the action of the said William Brooks nor but that the said James Campbell in his life time did promise and undertake in manner and form as the said William Brooks hath above thereof Complains against him. nor but that the said William Brooks hath sustained damages by reason of the non performance of the said several promises and undertakings of the said James Campbell aforesaid to three hundred and thirty dollars and Eighty Seven Cents. besides his Costs and Charges by him about his Suit in that behalf expended. to be levied of the goods and Chattels which were of the said James Campbell at the time of his death and were in the hands of the said Administrator at the time they Received Notice of this Suit Said goods to be found and appertained by John Henderson Esquire in four months from the Rising of this Court, and Execution to be Stayed in the mean time— Therefore it is Considered by the Court here that the said William Brooks do Recover against the said Administrator as well the said Sum of three hundred and thirty dollars and Eighty Seven Cents for his damages aforesaid Sustained, on occasion of the premises aforesaid. to be levied in form aforesaid as also the Sum of dollars and Cents for his said Costs and Charges by him Expended in and about the prosecuting his said Suit in that behalf by the said Court now here adjudged to the said William Brooks with his assent. which said Damages Costs and Charges Amount in the whole to three hundred and dollars and Cents. and the said Administrator in mercy &c.

Junstal Quarles vs William Brooks

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and five—

Be it Remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand Eight hundred and three Junstal Quarles by Stephen Bullock his Attorney brought into the Court aforesaid his bill against William Brooks in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trover and Conversion and there are pledges of prosecution John Doe and Richard Roe, which said Bill follows in these words towit—

Mississippi Territory Adams District ss. To June Term 1803. Junstal Quarles Complains of William Brooks in a plea of trespass on the Case, and prays that he may be taken into Custody &c. for that whereas the said Junstal Quarles in the District aforesaid on the 14th day of September 1802 was possessed of a Certain large likely Negro fellow named Jack of the value of Five hundred Dollars as of his own proper Goods, and being so thereof possessed the said Junstal Quarles afterwards that is to Say the day &c in the year aforesaid at the district aforesaid the said Negro Out of his hands and possessions did Casually lose and was deprived of the Same which said Negro afterwards that is to Say the said day &c. in the year &c at the district aforesaid by finding Came to the hands and possession of the said William Brooks. Nevertheless the said William Brooks knowing the said Negro to be the property of the said Junstal Quarles and to him the said Junstal of Right to belong and appertain, Contriving and intending Craftily and Subtilly to deceive and defraud the said Junstal in this particular the said Negro to the said Junstal although thereunto often requested hath not delivered, but the said Negro afterwards that is to Say the day &c. in the year aforesaid at the district aforesaid the said William Brooks to his own proper use did then and there dispose of and Convert to the damage of the said Junstal Quarles Six hundred dollars and therefore he produces Suit &c.—

And the said William by his Attorney Seth Lewis Comes and defends the force and injury when &c— and Saith that the said Plaintiff Ought not to have or Maintain his action aforesaid against him because he Saith he is not guilty of the Trover and Conversion aforesaid in manner and form as the said Plaintiff hath in his declaration above alleged against him, and of this he puts himself upon the Country— And the said Plaintiff doth the like—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of our Lord One thousand Eight hundred and three. This Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of Our Lord one thousand Eight hundred and four this Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in August in the year of Our Lord one thousand Eight hundred and four this Cause was legally Continued—

Afterwards towit it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and Lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten Good and Lawful men of his County According to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the district of Adams on the first monday in February in the year of our Lord one thousand Eight hundred and five By whom and so forth, who neither and so forth

to Recognizo and so forth. Because as well and so forth— The same day is given to the parties aforesaid there and so forth— At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there holden came as well the said Dunstan Quarles as the said William Brooksley their said Attorneys, and the Jurors of which mention is above made being called Certain of them came to wit— Robert Morrow, Jonathan Dayton Nathan Sways Isaac Alexander, Francis Graves Thomas Grafton, Francis Surget Peter Little William Henry Joshua Alexander Mathew McCulloch and John Irwin, who being impannelled chosen tried and Sworn to Speak the truth upon the matters within Contained Say upon their oath that the said William Brooks is guilty in manner and form as the said Dunstan Quarles has above thereof Complained against him, and do assess the damages of the said Dunstan Quarles on Occasion of the premises, besides his Costs and Charges by him about his Suit in that behalf expended to one Cent— Therefore it is Considered by the Court here that the said Dunstan Quarles do recover against the said William Brooks as well the said Sum of One Cent for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed as also the Sum of fifteen dollars for his said Costs and Charges by him expended in and about the prosecuting his said Suit in that behalf by the said Court now here adjudged to the said Dunstan Quarles with his assent, which said Damages Costs and Charges amount in the whole to fifteen dollars and one Cent. and the said Brooks in mercy and so forth—

Alexander Norris vs Samuel P Moore

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and five—

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and three Alexander Norris Esq. Lyman Harding his Attorney brought into the Court aforesaid his bill against Samuel P Moore in Custody of the Sheriff of Adams County in the district of Adams of a plea of Trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit— District of Adams ss. Superior Court of Law November Term 1803. Alexander Norris Complains of Samuel P Moore in Custody &c. of a plea of Trespass on the Case— For that whereas the said Samuel P Moore on the thirtieth day of June in the Year of Our Lord One thousand Eight hundred and two. at New Orleans to wit at the District of Adams aforesaid made his Certain Note in writing Commonly Called a promissory Note with his proper hand thereto Subscribed bearing date on the day and year last mentioned. and there and there delivered the said Note to the said Alexander Norris. by which said Note the said Samuel P Moore promised to pay to the said Alexander Norris by the name of Mr. Alexander Norris or Order in all the Months of March then next ensuing the date of said Note the Sum of Six hundred and Ninety Eight Spanish Milled Dollars / equal in Value to Six hundred and Ninety Eight Dollars lawful money of the United States / for Value Received. it being a Balance due the Estate of William Stephens deceased, by reason whereof the said Samuel P Moore became liable to pay to the said Alexander Norris the said Sum of Money Contained in said Note, according to the tenor and effect of said Note, and being so liable the said Samuel P Moore in Consideration thereof afterwards to wit on the day and year last mentioned. at New Orleans aforesaid to wit at the district aforesaid undertook and then and there faithfully promised the said

Alexander Norie to pay him the said Sum of Money Contained in said Note, according to the tenor and effect of said Note— Nevertheless the said Samuel Pillow his promise and undertaking aforesaid in form aforesaid Made, not in the least regarding the aforesaid Sum of money or any part thereof to the aforesaid Alexander Norie hath not yet paid [illegible] to pay the same the said Samuel Pillow by the said Alexander Norie hath been often required but to pay the same to him the said Samuel Pillow hath hitherto altogether refused, and still doth refuse to pay the same to the said Alexander Norie, to his damage thirteen hundred Dollars and thereupon he brings Suit &c— And the said Samuel by his Attorney Seth Lewis Comes and defends the force and injury when &c. and Saith that the said Plaintiff ought not to have or Maintain his Action aforesaid Against him because he Saith that he did not assume in Manner and form as the said Plaintiff above in his declaration hath alleged against him. and of this he puts himself upon the Country— And the Plaintiff doth the like—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand Eight hundred and three this Cause was legally Continued—

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the [illegible] Monday in August in the year of our Lord One thousand Eight hundred and four this Cause was legally Continued—

Afterwards towit it was Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid Do Summon Thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid. do Summon ten Good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid. at a Superior Court of Law held at Natchez in and for the district of Adams. on the first Monday in February in the year of Our Lord one thousand Eight hundred and five. By whom and &c. &c. who neither and so forth. to Recognize and so forth. Because as well and so forth The same day is given to the parties aforesaid there and so forth— At which day towit before the Judges of the Territory aforesaid at the Court aforesaid there and there Came as well the said Alexander Norie as the said Samuel Pillow by their said Attorneys aforesaid. and the Jurors of whom mention is above made being Called Certain of them Came Towit: Robert Morrow Jonathan Dayton. Nathan Swayze Isaac Alexander Francis Surget Thomas Grafton. Mathew M'Culloch Francis Gravy. Walter Burling, Jerard Brandon John Watson and Hugh M'Intire— who being impannelled Chosen tried and Sworn to Speak the truth Concerning the matters within Contained Say upon their Oaths that the said Samuel P. Moore did promise and undertake in Manner and form as the said Alexander Norie above in his declaration hath alleged against him. and do assess the damages of the said Alexander Norie on Occasion of the non performance of the said promise and undertaking besides his Costs and Charges by him about his said suit in that behalf expended to Seven hundred and twenty four dollars and twenty Eight Cents— Therefore it is Considered by the Court here that the said Alexander Norie do recover against the said Samuel P. Moore as well the said Sum of Seven hundred and twenty four dollars and twenty Eight Cents for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed. as also the Sum of fifteen dollars and fifty seven Cents for his said Costs and Charges by him Expended in and about the prosecution of his said Suit by the said Court now here adjudged to the said Alexander Norie with his assent. which said damages Costs and Charges amount in the whole to Seven hundred and Ninety dollars thirty four Cents. and the said Samuel in mercy &c

Thomas Ewing vs. David Johnston

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and Four.

Be it Remembered that heretofore towit at a Superior Court of Law at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three, Thomas Ewing by Lyman Harding his Attorney brought into the Court aforesaid his Bill against David Johnston in Custody of the Sheriff of Adams County in the District of Adams of a Plea of Trespass on the the Case and then are pledges of prosecution towit John Doe and Richard Roe which said Bill follows in these Words towit: District of Adams, ss Superior Court of Law November Term 1803. Thomas Ewing complains of David Johnston in custody &c of a plea of Trespass on the Case for that Whereas the said David Johnston on the Eighteenth day of October in the year of Our Lord One thousand Eight Hundred and two at the District of Adams aforesaid was indebted to the said Thomas Ewing in the sum of Seven Hundred & thirty four dollars seventy five and three fourth Cents for divers goods, wares and Merchandizes by the said Thomas Ewing before that time sold and delivered to the said David Johnston and at his special instance and request; And being so indebted he the said David Johnston on the same day and year last aforesaid at the District aforesaid undertook, and then and there faithfully promised the said Thomas Ewing to pay him the said sum of money when he the said David Johnson should be afterwards there to required, And whereas also afterwards towit on the same day and year last mentioned, at the District aforesaid in consideration that the said Thomas Ewing at the like special instance and request of the said David Johnson had before that time sold and delivered to the said David Johnson divers goods wares and merchandizes he the said David Johnson then and there undertook, and faithfully promised the said Thomas Ewing to pay him so

much money & the said goods, wares and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof, whereof the said David Johnson should be [illegible]wards thereto required, and the said Thomas Ewing avers that the said goods, wares and Merchandizes last mentioned were reasonably worth other Seven hundred & thirty four Dollars seventy five & three fourth cents at the time of the Sale and delivery thereof to wit at the District aforesaid, whereof the said David Johnson then and there had notice.

Nevertheless, the said David Johnson his several promises and undertakings aforesaid, in form aforesaid made not in the least regarding, the aforesaid several sums of money or any part thereof to the aforesaid Thomas Ewing hath not yet paid although to pay the same the said David Johnston by the said Thomas Ewing hath been often required but to pay the same to him the said David Johnson hath hitherto altogether refused and still doth refuse to pay the same to the said Thomas Ewing to his damage Seven hundred dollars and thereupon he brings Suit &c ——

And the said David by James Wallace his Attorney Comes and defends the wrong and Injury when &c And says that he did not promise and undertake in manner and form as the said Thomas hath above declared against him and of this he puts himself upon the Country

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of [illegible] on the third Monday in November in the year of Our Lord One thousand Eight Hundred and three this Cause was legally Continued —

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight Hundred and four this Cause was legally Continued

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued —

Afterwards to wit, it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful Men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid, do summon ten good and lawful Men of his County according to the Directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand eight Hundred and five By whom and so forth who neither and so forth ——

to recognizr &c so forth, Because and so forth The same day to the parties aforesaid there and so forth At which day to wit the Judges of the Territory aforesaid at the Court aforesaid then and there held Came as well the said Thomas Ewing as the said David Johnson by their Attornies aforesaid and the Jurors of which panel is above made being Called Certain of them Came to wit Robert Moore Jonathan Dayton, Nathan Swayzr, Isaac Alexander, Francis Surget, Thomas Griffon, Mathew McCulloch, Francis Graves Walter Burling, Gerard Brandon, John Walton Hugh McMillen who being empannelled Sworn tried and Sworn to speak the truth Concerning the matters within Contained say upon their Oaths that the said David Johnson did promise and undertake in manner and form as the said Thomas Ewing above in his declaration hath alledged against him And do assess the damages of the said Thomas Ewing by occasion of the non performance of the said promise and undertaking besides his Costs and charges by him about his suit in that behalf expended to Seven hundred and thirty four dollars seventy five

+3/4 Cents Therefore it is Considered by the Court here that the said Thomas Ewing do Recover against the said David Johnson as well the sum of for his damages aforesaid by the Jurors aforesaid in form aforesaid, As also the sum of for his Costs and charges by him Expended in and about this prosecution of his said Suit by the said Court now here adjudged to the said Thomas Ewing with his assent which said damages Costs and charges amount in the whole to and the said David in mercy &c.

Thomas Ewing vs James Ferrell

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and Five.

Be it Remembered, that heretofore to wit at a Superior Court of Law at Natchez in and for the District of Adams on the Monday in November in the year of Our Lord One thousand Eight Hundred and three Thomas Ewing by Lyman Harding his Attorney brought into the Court aforesaid his Bill against James Ferrell in Custody

of the Sheriff of Adams County in the District of Adams of a Plea of Trespass on the Case and there Conn pledges of prosecution towit John Doe and Richard Roe which said Bill follows in these Words towit: District of Adams. Supreme Court of Law November Term 1803. Thomas Ewing Complains of James Worrall in custody &c of a plea of Trespass on the Case - For that, Whereas the said James Worrall on the twentieth day of May in the year of Our Lord One thousand Eight hundred and three at the District of Adams aforesaid, was indebted to the said Thomas Ewing in the sum of One thousand two hundred Sixty two dollars Sixty two Cents for divers goods wares and Merchandizes, by the said Thomas Ewing before that time sold and delivered to the said James Worrall and at his special instance and Request; And being so indebted he the said James Worrall in Consideration thereof afterwards, towit on the same day and year last aforesaid at the District aforesaid, undertook and then and there faithfully promised the said Thomas Ewing to pay him the said sum of money when he the said James Worrall should be afterwards thereto Required.

And whereas also, afterwards towit on the same day and year last mentioned at the District aforesaid, in Consideration that the said Thomas Ewing at the like special instance and request of the said James Worrall had, before that time sold and delivered to the said James Worrall divers other goods wares and Merchandizes he the said James Worrall then and there undertook and faithfully promised the said Thomas Ewing to pay him so much money as the said goods wares and Merchandizes, last mentioned were reasonably worth at the time of the sale and delivery thereof when he the said James Worrall should be afterwards thereto required; And the said Thomas Ewing avers that the said goods wares and Merchandizes last mentioned were reasonably worth other One thousand two hundred and sixty two dollars and sixty two Cents at the time of the sale and delivery thereof towit, at the District aforesaid whereof the said James Worrall then and there had Notice

Nevertheless the said James Worrall his several promises and undertakings aforesaid in form aforesaid made, not in the least regarding the aforesaid several sum sums of Money, or any part thereof to the aforesaid Thomas Ewing hath not yet paid although to pay the same the said James Worrall by the said Thomas Ewing hath been often required but to pay the same to him the said James Worrall hath hitherto altogether Refused and still doth Refuse to pay the same to the said Thomas Ewing to his damage Two thousand Five Hundred dollars and therefore he brings Suit &c - And the said James by his Attorney

Seth Lewis Comes and defends the Wrong and injury &c when &c saith that the said Thomas ought not to have & maintain his Action aforesaid against him because he saith that he did not assume upon himself in manner & form as the said Thomas above in his Declaration hath alledged against him and of this he puts himself upon the Country

And the Defendant doth the like.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight Hundred and three this Cause was legally Continued —

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and four this Cause was legally Continued —

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the Year of Our Lord One thousand Eight Hundred and four — this Cause was legally Continued —

Afterwards it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful Men of his County According to the Directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the first monday in February in the Year of Our Lord One thousand Eight Hundred and four By whom &c Forth who neither and so forth to recognize & so forth, Because as well & so forth, The same day is given to the parties aforesaid there and so forth. At which day towit began the Judges of the Territory aforesaid at the Court aforesaid then & there held Came as well the said Thomas Ewing as the said James Fenall by their said Attornies aforesaid and the Jurors of whom mention is above made being Called Certain of them Came towit Robert Monroe, Jonathan Dayton Nathan Swayze, Isaac Alexander, Francis Surget. Thomas Grayton Mathew McCulloch Francis Graves. Walter Burling Gerard Brandon John Walton Hugh McIntire who being empannelled chosen tried and sworn to speak the truth Concerning

the matter within Contained say upon their Oaths that the s
James Ferrall did promise and undertake in manner and form
the said Thomas Ewing above in his declaration hath alledged against
and do assess the damages of the said Thomas Ewing on Occasion of the non
performance of the said promise and undertaking besides his Costs and
charges by him about his Suit in that behalf expended to twelve
hundred and seventy Dollars and Eighty nine Cents

Therefore it is Considered by the Court now, that the said
Thomas Ewing do recover against the said James Ferrall as well
the sum of twelve hundred and seventy dollars and Eighty nine
Cents for his damages aforesaid by the Jurors aforesaid in form aforesaid
said assessed, as also the sum of
for his Costs and charges by him expended in and about the prose-
cution of his said Suit by the said Court now here adjudged
to the said Thomas Ewing with his assent which said damages
Costs & charges Amount in the whole to.

And the said James in Mercy &c

Turner & Cox vs James Ferrall

Pleas before the Honorable Peter Bryan Bruin, David
Ker and Thomas Rodney Esquires Judges &c and
for the Mississippi Territory, at a Superior Court of
Law held at Natchez in and for the District of
Adams on the First Monday in February in the
year of Our Lord One thousand Eight hundred and
four

Be it Remembered that heretofore Viz at a Superior
Court of Law at Natchez in and for the District of Adams on the
third Monday in November in the year of Our Lord One thousand
Eight Hundred and three Turner and Cox by Duncan their Attorney
brought into the Court aforesaid his Bill against James Ferrall in
Custody of the Sheriff of Adams County in the District of Adams of a plea
of Debt and which said Bill follows in these Words Viz-

Mississippi Territory, Adams District ss. November Term 1803.
Henry Turner and Daniel M. Cox Merchants trading under the firm
of Henry Turner & Company Complains of James Ferrall of said District an
say that he may be taken into Custody &c to answer them of a plea
that he render the sum of six hundred and Seventy four dollars and
ninety five Cents &c lawful money of the United States which to them
he owes and unjustly detains &c And whereupon the said Turner and
D. M. Cox Complains that whereas the said James Ferrall on the twelfth
day of October in the year of Our Lord one thousand Eight hundred

and there at Natchez in the District aforesaid, made his
certain writing Obligatory sealed with his Seal by which same writing
the said James promised and thereby bound himself, to pay to
the said Turner and D. M. Cox by the name of Henry Turner &
Company the sum of Six hundred & seventy four Dollars and
ninety five & half Cents when thereto afterwards required. Now the
the said James Horrall tho often required yet hath not paid
to the said Henry and D. M. Cox the said sum of Six hundred and
seventy four dollars and Ninety five Cents and a half, but the same
to them to pay hath refused and still doth refuse to the damage
of the said Henry Turner and Daniel M. Cox. One hundred
dollars And therefore they bring suit &c And they here into
Court do bring the aforesaid Note or writing Obligatory sealed
with the Seal of the said James Horrall which testifies
the Debt aforesaid in form aforesaid the date whereof is the
same day & year &c

And the said James Horrall by Lyman
Harding his Attorney comes & defends the wrong & Injury when &c
& says that he ought not to be charged with the said Debt by
virtue of the said writing because he says that the said writing
is not his deed & of this he puts himself on the Country. &
the Plaintiff likewise.

And the said James Horrall for further plea according
to the Statute in such case made & provided saith that the said
Henry Turner & Daniel M. Cox ought not to have or maintain their
said Action thereof against him the said James Horrall because he
saith that after the making of the said writing Obligatory and
before the exhibiting of the said Bill of them the said Henry
Turner & Daniel M. Cox to wit on the day of in the year
of Our Lord One thousand Eight hundred and three at the
District of Adams, he the said James Horrall paid to them
the said Henry Turner & Daniel M. Cox the said sum of Six
Hundred & Seventy four dollars ninety five & half Cents together
with all Interest then due thereon. And this he is ready to verify
Wherefore he prays Judgment whether the said Henry Turner &
Daniel M. Cox ought to have or maintain their said Action thereof
against him the said James Horrall &c.

And the said Henry & Daniel say that they for any thing
above alledged by the said James in his said second plea ought
not to be precluded from having their said Action against him the
said James, because they say that the said James hath not
paid to them the said Henry & Daniel nor to either of them the

said sum of Six hundred and Seventy four dollars, ninety four and a half Cents with all Interest thereon due, in such manner & form as the said James hath above alledged in his said plea; And this they pray may be enquired of by by the Country.

And the Defendant doth the like.

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in September in the Year of Our Lord One thousand Eight hundred and three this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and four this Cause was legally Continued -

Afterwards towit, at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the Year of Our Lord One thousand Eight hundred and four - this Cause was legally Continued

Afterwards towit It was Commanded that the Sheriff of Adams County in the District of Adams & Territory aforesaid do summon thirty two good and lawful Men of his County and the Sheriff of the Jefferson County in the District of Adams and Territory aforesaid do summon ten good & lawfull Men of his County according to the Directions of the Act of the General Assembly in such Case made & provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five By whom & so forth who neither & so forth to Recognize & so forth; Because as well & so forth the same day is given to the parties aforesaid then and so forth. At which day towit before the Judges of the Territory aforesaid at the Court aforesaid then & there held Came as well the said Turner and Cox as the said James Ferrall by their said Attornies aforesaid And the Jurors of whom mention is above made being Called Certain of them Came towit Robert Morrow, Jonathan Hayden, Nathan. Swayze, Isaac Alexander, Francis Surget, Thomas Grafton, Matthew McCulloch, Francis Graves Walter Burling Gerard Brandon, Joseph Coston William Henry who being empannelled chosen tried and sworn to speak the Truth Concerning the matter within Contained say upon their Oath that the said writing mentioned in the above Declaration is the Deed of him the said James Ferrall - And that he hath never paid the same in Consequence whereof they find the Plaintiffs the Debt in the Declaration mentioned, to be discha-

(ged

discharged by the Payment of Seven Hundred and nineteen Dollars and ninety three & a half Cents and Costs of Suit Subject to all & Sable dyalcations.

Therefore it is Considered by the Court here that the said Turner and Cox do Recover against the said James Terrell as well the sum of Seven hundred and Nineteen dollars and Ninety three and an half Cents for his Debt aforesaid by the Jurors aforesaid in form aforesaid Assessed, As Also the sum of for their Cost & Charges by them Expended in and about the Prosecution of their said Suit by the said Court now here adjudged to the said Turner & Cox with their Assent which said Debt Cost & Charges Amount in the whole to

And the said James in Mercy &c

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Evan Jones vs Peter A Vandorn.

Pleas before the Honorable Peter Bryan Bruin David Horr and Thomas Rodney Esquires Judges &c in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and Four

But Remembred that heretofore towit at a Superior Court of Law at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand Eight hundred and three Evan Jones by Lyman Harding his Attorney brought in to Court aforesaid his bill against Peter A Vandorn in Custody of the Sheriff of Adams County in the District of Adams of a Plea of Trespass on the Case And there are Pledges of prosecution towit John Doe and Richard Roe which said bill follows in these words towit. District of Adams, Superior Court of Law November Term 1803. Evan Jones Complains of Peter A Vandorn in Custody &c of a Plea of Trespass on the Case, for that Whereas the said Peter a Vandorn on the eighth day of October in the year of Our Lord One thousand Eight hundred and two at New Orleans, towit the District of Adams aforesaid made his Certain Note in writing Commonly Called a Promissory Note with his proper hand thereto subscribed, bearing date the day and year last mentioned & then and there delivered the said note to the said Evan Jones by which said Note the said Peter A Vandorn promised to pay to the said Evan Jones

by the name of Evan Jones Esq.r &c Order Four Months after the date of said note the sum of Four hundred & Forty One Dollars and fifteen Cents for Value received by reason whereof the said Peter A Vandoren became liable to pay to the said Evan Jones the said sum of money contained in said note according to the tenor and effect of said note, and being so liable, the said Peter A Vandoren in consideration thereof afterwards towit, on the day and year last mentioned at New Orleans aforesaid towit the District aforesaid undertook and then and there faithfully promised the said Evan Jones to pay him the said sum of money contained in said note according to the tenor and effect of said Note.

Nevertheless the said Peter A Vandoren his promise and undertaking aforesaid, in form aforesaid made, not in the least regarding, the aforesaid sum of money or any part thereof to the aforesaid Evan Jones hath not yet paid although so to pay the same the said Peter A Vandoren by the said Evan Jones hath been often required but to pay the same to him the said Peter A Vandoren hath hitherto altogether refused and still doth refuse to pay the same to the said Evan Jones to his damage Eight Hundred dollars and thereupon he brings Suit &c

And the said Peter A Vandoren by Abner L Duncan his Attorney Comes and Defends the wrong and injury &c when &c and says that he never did promise and assume upon himself in manner and form as the said Evan Jones has complained against him and of this for trial puts himself upon the Country

And the Plaintiff doth the like.

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued — Afterwards towit it was Commanded that the Sheriff of Adams County in the District of Adams & Territory aforesaid do summon thirty two good and lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful Men of his County according to the Directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and five By whom &c so forth who neither &c so forth to recognize &c so forth because as well &c so forth the same day is given to the parties aforesaid there and so forth: At which day towit

before the Judges of the Territory aforesaid at the Court aforesaid to
there held Came as well the said Evan Jones as the said Peter A Vandor
by their Attorneys aforesaid, And the Jurors of whom mention is made
being Called Certain of them Came Towit Robert Morrow, Jonathan Lloyd
Nathan Swayze, Isaac Alexander, Francis Surget Thomas Greylon
Matheu McCulloch, Francis Graves Walter Berling Gerard Brandon
Joseph Easton, Elisha T. Hall who being emhannelled chosen tried
and sworn to speak the truth Concerning the matters within Contained
say upon their Oaths that the said Peter A Vandorn did promise and
undertake in manner and form as the said Evan Jones above in his
declaration hath alledged against him and do assess the damage
of the said Evan Jones on Occasion of the non performance of the said
promise and undertaking besides his Costs and charges by him about
his suit in that behalf expended to Four hundred and Ninety four
Dollars and eight Cents

Therefore It is Considered by the Court here that the
said Evan Jones do Recover against the said Peter A Vandorn as
well the sum of Four hundred and Ninety four dollars and eight
Cents for his damages aforesaid by the Jurors aforesaid in Form afore-
said assessed, As Also the sum of for
his Costs and charges by him expended in and about the prosecution
of his said suit by the said Court now here adjudged to the said
Evan Jones with his Assent which said damages Costs and charges
amount in the whole to

and the said Peter in mercy &c.—

John B Thruston vs William Griffin et al

Pleas before the Honorable Peter Bryan Bruin
David Rowe and Thomas Rodney Esquires Judges
in and over the Mississippi Territory at a Superior
Court of Law held at Natchez in and for the District
of Adams on the first Monday in February in
the year of Our Lord One thousand Eight hundred
and four

Be it Remembered that heretofore to wit at a Superior Court
of law at Natchez in and for the District of Adams on the
Monday in November in the year of Our Lord One thousand Eight
hundred and three John B Thruston by Seth Lewis his Attorney brought into the
Court aforesaid his bill against William Griffin et al in Custody of the Sheriff
of Adams County in the District of Adams of a plea of Trespass on the Case and thereupon
pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit—

Mississippi Territory } Superior Court November Term 1803
Adams District ss. } John B. Thoy complains of William Griffin
senior, William Griffin Junior And Elijo Cathcam in Custody &c
of a plea of trespass on the Case &c For that whereas the said William Senior
William Junior and Elijo on the fourth day of January in the year of our
Lord One thousand eight hundred and three at the County of Adams
in the District aforesaid were possessed of a certain Ginning Machine with
the appurtenances situated in the County aforesaid then and there using
and employing the said Ginning Machine for the purpose of Ginning
and cleaning Cotton for the Joint account interest and benefit of the said
defendants then and there commonly receiving into their Custody and
possession Cotton of and from all those persons who might offer the same,
to them for the purpose of Ginning and cleaning the same and again
delivering out such Cotton to those persons who might be entitled to
receive the same and the said Defendants then and there also using
transacting and carrying on their said Trade and business of Ginning
and cleaning Cotton as aforesaid in and under the partnership name
or firm of William Griffin and by the said name or firm usually re
ceiving Cotton into their Custody and possession, And in and by the
same name or firm giving to the persons delivering to them Cotton
for the purpose aforesaid Receipts for the same, And again paying
and discharging and taking up such receipts, And the said Defen-
dants so being possessed of and using the said Ginning Machine with
the appurtenances as aforesaid and using transacting and carrying
on their said trade and business as aforesaid in and by the name
or firm aforesaid, on the said fourth day of January in the year
aforesaid at the County aforesaid by their Agent And partner the
said William Junior thereto lawfully authorized made their certain
receipt in writing Commonly Called Cotton Receipt bearing date the day
and year last aforesaid the proper name or firm aforesaid of the Defen-
dants being with the proper hand of their said agent and partner thereto
subscribed by which said Receipt the said Defendants did acknowledge
to have received of the said John by the name of John B Thoy the quanti
ty of Eighteen thousand two hundred and eighty two pounds of seed Cotton for
the purposes of being ginned by the said Defendants for the said John
or Order whenever they should be thereto afterwards requested deducting
therefrom One tenth part thereof for ginning and there and there delivered
the said receipt to the said John, And the said John in fact saith that
the aforesaid quantity of Cotton on the day and year aforesaid was of the
value of Seven hundred and thirty Dollars: by reason of all which pre
mises aforesaid and by force of the Statute in such Case made and provided
and provided the said Defendants became liable to pay and
deliver to the said John the quantity of Cotton aforesaid of the
value aforesaid according to the tenor and effect of the said receipt
And being so liable they the said Defendants in Consideration

thereof afterwards to wit the same day and year aforesaid at the Co
aforesaid undertook and to the said John then and there faithfully promi
that they the said Defendants the aforesaid quantity of Cotton of the Value
aforesaid would well and truly pay and deliver according to the tenor
and effect of the said Receipt And also whereas the said Defendants
afterwards towit the same day and year aforesaid at the County aforesaid
were indebted to the said John in other Sum of Seven hundred and
thirty Dollars for divers goods wares and Merchandizes by the said
John to the said Defendants at the special instance and Request
of the said Defendants before that time sold and delivered and being so
thereof indebted they the said Defendants in Consideration thereof after-
wards towit the same day and year last aforesaid at the County afore
said undertook and to the said John then and there faithfully
promised that they the said Defendants the said last mentioned
Sum of money to the said John would well and truly pay and
satisfy whenever they should be thereto afterwards Required
And also whereas the said Defendants afterwards towit on
the same day and year last aforesaid at the County aforesaid
were indebted to the said John in other sum of Seven hundred and
thirty Dollars for so much money of the said John to the said Defen-
dants at the special instance and request of the said Defendants
before that time lent advanced paid out and expended and being
so thereof indebted they the said Defendants in Consideration thereof
afterwards towit the same day and year last aforesaid at the Coun-
ty aforesaid undertook & to the said John then and there faithfully
promised that they the said Defendants the said last mentioned
sum of money to the said John would well and truly pay and
satisfy whenever they should be thereto afterwards requested.
Nevertheless the said Defendants though often thereto requested
the aforesaid quantity of Cotton of the Value aforesaid and the afore
said several sums of money nor any part thereof to the said John
have not yet paid nor in any manner satisfied him for the same
but to pay and deliver the said Cotton and also to pay the afore-
said several sums of money hitherto have altogether Refused and
still do refuse to the Damage of the said John twelve hund-
red dollars And thereupon he brings suit &c

And the said William Griffen Senr & Esqr Captain
Come and Defend the wrong & injury when &c & say they
did not assume and promise in manner and form as the said William
B. Thompson above complains against them & thereof for trial they put
themselves on the Country.-

And the said plaintiff doth the like.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three — this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and Four — this Cause was legally Continued —

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in August in the year of Our Lord One thousand Eight hundred and Four this Cause was legally Continued —

Afterwards towit it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawfull Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawfull Men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and four By whom &c so forth who neither &c so forth to Recognize &c so forth, Because as well &c so forth The same day is given to the parties aforesaid there and so forth At which day towit Before the Judges of the Territory aforesaid at the Court aforesaid then & there Held Came as well the said John B Thing as the said William Griffin et al by their Attorneys aforesaid And the Jurors of whom mention is above made being Called Certain of them Came towit Robert Morrow Jonathan Dayton Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Graves Walter Burling Gerard Brandon Joseph Easton Elisha Hall who being Impannelled Sworn and Tryed to speak the truth Concerning the matters within Contained say upon their Oathes that the said William et al did promise and undertake in manner and form as the said John B Thing above in his declaration hath alledged against him and do assess the damages of the said John B. Thing by Occasion of the non performance of the said promise and undertaking besides his Costs and charges by him about his Suit in that behalf expended to Six hundred and Thirty nine Dollars and eighty seven Cents.

Therefore it is Considered by the Court here that the said John B. Thing do Recover against the said William Griffin et al as well the sum of Six hundred and thirty nine Dollars and eighty seven Cents for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed — As also the sum of
for his Costs and charges, by him Expended in and about the Prosecution of his said Suit by the said Court now here

adjudged to the said John B Thorp with his Assent which d
damages Costs and Charges Amount in the Whole to
and the said William et al in Thus

William Smith vs. Price Whiting

Pleas before the Honorable Peter Bryan Bruin
David Kerr and Thomas Rodney Esq.ires Judges
in and over the Mississippi Territory at a Superior
Court of Law held at Natchez in and for the
District of Adams on the First Monday in
February in the year of Our Lord One thousand
Eight Hundred and Five.

Be it Remembered that heretofore to wit at a Superior
Court of Law at Natchez in and for the District of Adams on the
Monday in November in the year of Our Lord One thousand
Eight hundred and Four William Smith by Lyman Harding his
Attorney brought into the Court aforesaid his Bille against Price
& Whiting in Custody of the Sheriff of Adams County in the
District of Adams of a Plea of Trespass on the Case And there are
pledges of prosecution to wit John Doe and Richard Roe which
said Bille follows in these words to wit

District of Adams ss. Superior Court of Law February
Term 1804. William Smith Complains of William Price
& Luke Whiting in Custody &c of a Plea of Trespass on the Case
for that Whereas the said William Price and Luke Whiting on the
first day of May in the year of Our Lord One thousand Eight hun-
dred and two at the District of Adams aforesaid made their cer-
tain Note in writing commonly called a promissory note, with their
proper hand thereto subscribed bearing date on the day and year
last mentioned & then and there delivered the said Note to the said
William Smith by which said Note the said William Price and
Luke Whiting promised to pay to the said William Smith or his
assigns in the month of February then next ensuing the date
of said note the sum of three hundred dollars lawful money for
Value received by Reason whereof the said William Price and Luke
Whiting became liable to pay to the said William Smith the said
sum of money Contained in said Note according to the tenor and
effect of said Note And being so liable the said William Price
& Luke Whiting in Consideration thereof, afterwards to wit on the
day and year last mentioned at the District aforesaid undertook
and then and there faithfully promised the said William
Smith to pay him the said sum of money Contained in said Note
according to the tenor and effect of said Note. ___

Nevertheless the said William Price and Luke Whiting their prom-
ise and undertaking aforesaid in form aforesaid made, not-
regarding, the aforesaid sum of money or any part thereof to the aforesaid
William Smith have not yet paid nor has either of them done or al-
to pay the same the said William Price and Luke Whiting by the said
William Smith have been often required, but to pay the same to him
the said William Price & Luke Whiting have hitherto altogether ref-
used and still do refuse to pay the same to the said William Smith
to his damage Six Hundred dollars and thereupon he brings Suit

And the said Price and Whiting by James Wallace
their Attorney come and defend the wrong and injury when and
and say that they did not promise and undertake in manner
and form as the said William Smith hath declared against them
and of this they put themselves upon the Country &c

And the Plaintiff doth the like.

Afterwards towit at a Superior Court of law held at Natchez
in and for the District of Adams on the First Monday in February
in the year of Our Lord One thousand Eight hundred and Four — this
Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez
in and for the District of Adams on the First Monday in August
in the year of Our Lord One thousand Eight hundred and Four this
Cause was legally Continued. —

Afterwards towit at a Superior Court held at Natchez
in and for the District of Adams on the First Monday in February in the
year of Our Lord One thousand Eight hundred and four Came as well
the said William Smith as William Price and Luke Whiting by
their Attorneys aforesaid And the said Price and Whiting Relinquish
ing the plea by them above pleaded says that he cannot deny the acts
of the said William Smith nor but that he did promise and undertake
in manner & form as the said William Smith above in their declaration
have complained against nor but that the said William Smith have
sustained damages on Occasion of the not performing of the said several
promises and undertakings as in the said declaration is above suppos-
-ed to Three hundred Dollars besides his Costs and charges by him about
his suit in that behalf expended —

Therefore it is Considered by the Court that the said William
Smith do Recover against the said William Price and Luke Whiting
as well the sum of three hundred dollars for his damages aforesaid in
form aforesaid acknowledged As Also the sum of
for his Costs and charges by him expended in and about the prosecution
of his said suit by the said Court now here adjudged to the said
William Smith with his assent which said damages Costs and
charges Amount in the whole to

And the said Price & Whiting in Mercy

306 Wilson Hunt vs William Brookes

Pleas before the Honorable Peter Bryan Bru
David Kerr and Thomas Rodney Esquires
in and over the Mississippi Territory at a
Court of Law held at Natchez in and for the
of Adams on the First Monday in February
in the year of Our Lord One thousand Eight
hundred and five -

Be it Remembered that heretofore Novit at a Superior
Court of Law at Natchez in and for the District of Adams on the
Monday in February in the year of Our Lord One thousand
Eight Hundred and four Wilson Hunt by Lyman Harding his
Attorney brought into the Court aforesaid his Bile against William
Brookes in Custody of the Sheriff of Adams County in the District
of Adams of a plea of Debt and there are pledges of prosecution
Novit John Doe and Richard Roe which said Bile follows in these
words Novit
Adams District ss. Superior Court of Law February Term 1804
Wilson Hunt Complains of William Brookes in Custody &c of
a plea that he render to him the sum of Five hundred and Sev
enteen dollars and fifty Cents which to him he Justly owes and
from him unjustly detains For that whereas the said William
Brookes on the second day of January in the year of Our Lord
One thousand Eight hundred & four at the District of Adams afore-
said by his Certain Writing Obligatory Sealed with his Seal and to
the Court now here shewn The date whereof is the same day and
year last aforesaid promised to pay to the said Wilson Hunt or his
order on demand Five hundred and Seventeen dollars and fifty
cents with Interest from the date until paid For Value Recieved
Yet the said William Brookes although often requested hath
not yet paid the aforesaid sum of money or any part thereof to the afore
said Wilson Hunt but hath hitherto altogether refused and still
doth refuse to pay the same to the said Wilson Hunt to his damages
two hundred dollars and thereupon he brings suit &c

And the said William Brookes by James Wallace his Att
orney Comes and craves oyer of the Writing obligatory in the said
declaration mentioned

which being read to him Novit &c -
He said William Brookes by his said Attorney Comes and defends the
wrong and injury when &c and says that he ought not to be charged
with the Debt in the said Declaration mentioned because he says
that the writing obligatory set forth in the said Declaration mention
ed is not his Deed and of this he puts himself upon the
Country And the Plaintiff doth the like.
And for further plea in this behalf by leave of the Court now
first had and obtained and by force of the Statute in such case
made and provided the said William Brookes says that the

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said Wilson Hunt ought not to have or maintain his said action there of a-
-st him because he says that before the suing out of the original writ in this
Case against him the said William he the said William did say to the
said Wilson Hunt the sum of nine hundred and seventeen Dollars fifty Cents
with all legal Interest due thereon And this he is ready to verify wherefore
he prays Judgment in the said.

Wilson Hunt ought not to have or maintain his said Action there-
against him de And the said Wilson Replies to the plea of the said
William Lastly above pleaded and says that he ought not to be bound or
precluded from maintaining his said Action for anything in said plea
Contained because he says the said William did not lay him the said
Wilson the sum of nine Hundred & seventeen dollars & fifty Cents with all
legal Interest due thereon in such manner & form as the said William
in his said plea lastly above pleaded hath alledged & this the said Wilson
prays may be Enquired of by the Country

And the Defendant doth the like

Afterwards towit at a Superior Court of law held at Natchez in
and for the District of Adams on the third Monday in August in the Year
of Our Lord One thousand Eight hundred and four - this Cause was legal-
-ly Continued

Afterwards towit at a Superior Court of law held at Natch-
in and for the District of Adams on the first Monday in February in the year
of Our Lord One thousand Eight hundred and four this Cause was legally
Continued - Afterwards towit at a Superior Court of law held at Natchez
in and for the District of Adams on the first Monday in August in the year
of Our Lord One thousand Eight Hundred and Four this Cause was legally contin-

Afterwards towit it was Commanded that the Sheriff of
Adams County in the District of Adams and Territory aforesaid do summon thirty
two good and lawful Men of his County & the Sheriff of Wilkinson County in the District
of Adams and Territory aforesaid do summon ten Good and lawful Men of his Cou-
-nty according to the Directions of the Act of the General Assembly in such Case
made & provided to be and appear before the Judges of the Territory aforesaid at a
Superior Court of law held at Natchez in and for the District of Adams on
the first Monday in February in the Year Of Our Lord One thousand Eight hundred
and four. By whom & so forth who neither & so forth to Recognize & so forth
Because as well &c The same day is given to the Parties aforesaid there
and so forth At which day towit before the Judges of the Territory
aforesaid at the Court aforesaid then and there held came as well
the said Wilson Hunt as the said William Brookes by their said
Attorneys aforesaid And the Jurors of whom mention is above made
being Called Certain of them Came towit Robert Morrow, Jonathan
Dayton Isaac Alexander Nathan Swayze Francis Surget Thomas
Grafton Mathew McCulloch Francis Graves Walter Burling Gerard
Brandon Timothy Tonell Joseph Strickland who being empannelled
Chosen tried and sworn to speak the truth on the matters within
Contained say upon their Oaths that as to the said issue between
the Parties aforesaid first within Joined - that the within mention-
-ed writing Obligatory is the Deed of the within Named William
Brookes as the said Wilson Hunt hath in his declaration alledged

And as to the said Issue between the parties aforesaid the within Joined the said Jurors upon their Oath aforesaid further say that the said William Brookes did not pay unto the said Wilson Hunt the said sum of Nine hundred and seventeen dollars and fifty cents and all Interest thereon due as the said William Brookes in his Application aforesaid hath alledged in this behalf, And they find the sum of Eight Hundred and Sixty One dollars and seventy Eight Cents in the said Declaration mentioned is Justly due to the said Wilson Hunt on the writing Obligatory aforesaid - And they assess his damages of the said Wilson Hunt by Reason of the detention of the Debt aforesaid to the sum of besides his Costs & Charges by him about his suit in that behalf expended

Therefore it is Considered by the Court that the said Wilson Hunt do recover against the said William Brookes as well the Sum of Eight hundred and Sixty One Dollars and Seventy Eight Cents his Debt aforesaid as the sum of for his damages by the Jurors aforesaid assessed to be sustained by Reason of the Debt aforesaid as also the sum of for his said Costs & Charges by him about his suit in that behalf expended by the said Court now here adjudged to the said Wilson Hunt with his Assent. Which Damages Costs Charges and Debt aforesaid amount in the whole to

And the said William in Mercyde

Wilson Hunt vs Brooks & Towson

Pleas before the Honorable Peter Bryan Bruin David Hern and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and Six.

Be it Remembered and Viz. That heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the Monday in February in the year of Our Lord One thousand Eight hundred and four Wilson Hunt by Lyman Harding his Attorney brought into this Court aforesaid his Bill against Brooks & Towson in Custody of the Sheriff of Adams County in the District of Adams of a Plea of Debt and there are Pledges of Prosecution towit John Doe and Richard Roe which said Bill follows in these words towit.

Adams District ss. Superior Court of Law February Term 1804.
Wilson Hunt Complains of William Brooks & Ezekiel Towson in Custody &c of a Plea that they render to him Six hundred and forty nine dollars Eighteen and a half Cents which to him they justly owe and from him unjustly detain

For that Whereas the said William Brookes and Ezekiel Towson

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On the twenty third day of December in the year of Our Lord one thousand Eight hundred & three at the District of Adams aforesaid by their certain writing Obligatory sealed with their Seals & to the Court now here shewn the date whereof is the same day and year aforesaid promised to pay to the said Wilson Hunt or Order one demand Six Hundred & fifty nine dollars Eighteen & half Cents with Interest from the date for Value received - Yet the said William Brooks and Ezekiel Jowson although often requested have not paid to the said Wilson Hunt the aforesaid of money or any part thereof nor has either of them done it - but to pay the same to him the said William Brooks & Ezekiel Jowson have hitherto altogether refused and still do refuse to pay the same to the said Wilson Hunt to his damage two Hundred dollars & thereupon he brings Suit &c

And the said William Brookes and Ezekiel Jowson by James Wallace their Attorney come and Crave Oyer of the writing Obligatory in the said Declaration mentioned — which being read to him Sowit &c

And the said William Brookes and Ezekiel Jowson by their Attorney come and Defend the wrong and injury when &c and say that the said Wilson Hunt ought not to have or Maintain his said Action thereof against them because they say that before the Issuing or suing forth of the Original writ of the said Wilson Hunt against them they the said Brooks and Jowson did pay to the said Wilson Hunt the sum of Six hundred and forty nine dollars eighteen and one half Cents and all legal Interest due thereon being the sum mentioned in the said writing Obligatory And this they are ready to verify wherefore they pray Judgment if the said Wilson Hunt ought to have or maintain his said Action thereof against them &c

And the said Wilson Hunt Replies & says that he ought not to be bound or precluded from having & maintaining his said action against the said William & Ezekiel Jowson by any thing by them in pleading above alledged Because he says that they did not pay to him the said Six hundred and Forty nine dollars & Eighteen and an half Cents and all legal Interest thereon the sum mentioned in said writing obligatory in such manner & form as they in pleading have alledged and this the said Wilson prays may be enquired of by the Country And the Defendants doth the like

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord one thousand Eight hundred and four - this Cause was legally Continued - Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord one thousand Eight Hundred and Four this Cause was legally Continued. Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in August in the year of Our Lord one thousand Eight Hundred and four this Cause was legally Continued -

Afterwards towit was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawfull Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten Good and lawful Men of his County according to the Directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the First

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Monday in February in the year of Our Lord One thousand Eight hundred and four By whom &c. &c. who neither &c. &c. to recognize &c. &c. Because &c. &c. The same day is given to the parties &c. and so forth. At which day to wit before the Judges of Territory aforesaid at the Court aforesaid there and there held came as well the said Wilson Hunt as the said Brookes and Towson by their said Attornies aforesaid and the Jurors of whom mention is above made being Called Certain of them came to wit Robert Morrow Jonathan Clayton Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Graves Walter Barling Gerard Brandon Timothy Sorrell Jonathan Strickland who being empannelled Chosen tried and sworn to speak the truth on the matters within contained say upon their Oaths that as to the issue between the Parties within Joined the said Jurors upon their Oath aforesaid say that the said Brookes and Towson did not pay unto the said Wilson Hunt the sum of Six hundred and forty nine dollars and Eighteen and an half cents and all Interest thereon due as the said Brooks & Towson in their Replication aforesaid hath alledged in this behalf and they find the said sum of Six hundred and forty nine dollars and Eighteen and an half cents in the said Declaration mentioned is Justly due to the said Wilson Hunt on the writing Obligatory aforesaid and they assess the damages of the said Wilson Hunt by reason of the detention of the Debt aforesaid to the sum of sixty seven dollars besides his costs and charges by him about his suit in that behalf expended.

Therefore it is Considered by the Court that the said Wilson Hunt do recover against the said Brookes & Towson as well the sum of Six hundred and forty nine dollars and Eighteen & an half cents the Debt aforesaid as the sum of sixty seven dollars for his damages by the Jurors aforesaid assessed to be sustained by reason of the Debt aforesaid as also the sum of for his said Costs & charges by him about his Suit in that behalf expended by the said Court now here adjudged to the said Wilson Hunt with his Assent which damages Costs & charges & Debt aforesaid amount in the whole to

And the said B. & T in Mercy &c.

Abijah & Jesse Hunt vs Stephen Minor

Pleas before the Honorable Peter Bryan Bruin David Ker and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four -

Be it Remembered, That here before now to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand

thousand Eight hundred and three Abijah and Jesse Hunt by [illegible]
-lock their Attorney brought in to the Court aforesaid his bill against [illegible]
then Minor in Custody of the Sheriff of Adams County in the District of Adams
of a plea of Detinue and their are pledges of prosecution towit John Doe
and Richard Roe which said bill follows in these words towit;
Mississippi Territory, Adams District ss. November Term 1803
Abijah Hunt and Jesse Hunt being Merchants and Copartners in Trade, us-
-ing Trade & Commerce under the name & firm of Abijah Hunt & Company
Complain of Stephen Minor in Custody &c of a plea that he render to them
a certain Receipt which he the said Stephen unjustly detains from
the said Abijah & Jesse. For that the said Abijah & Jesse on the eigh-
-enth day of October in the year of Our Lord One thousand seven hund-
red and ninety eight at Natchez in the County of Adams in the Dis-
trict aforesaid made their certain receipt in writing, subscribed with
the hand of the said Abijah being thereto duly and legally authorized
and with the name of Abijah Hunt and Company, by the said Abi-
-jah & Jesse, by which said Receipt the said Abijah & Jesse by the name
of Abijah Hunt & Company did acknowledge to have received of One John
Minor two Setts of Bills drawn by Andrew Ellicott on the Secretary of the
Treasury of the value of One thousand and fifty Dollars which the said
Abijah & Jesse by the same receipt agreed and acknowledged to be
accountable for on demand to the said John Minor, and the said Abi-
-jah & Jesse in fact do say that the said receipt afterwards came
to the hands & inspection of the said Stephen with the Assent of the
said John to the end and intent that the said Stephen should receive
payment from the said Abijah & Jesse of the Money therein expressed
for and in behalf of the said John Minor and the said Stephen being so
in possession of the said receipt as aforesaid they the said Abijah & Jesse
Afterwards towit on the thirteenth day of May in the year of Our Lord One
thousand eight hundred and two at Natchez in the County and District
aforesaid did fully pay & satisfy to the said Stephen and account to
him said Stephen acting as aforesaid in behalf of said John the said sum
of money specified in said receipt according to the true intent and
meaning thereof and according to the tenor & effect of the same receipt
and the said Abijah & Jesse afterwards towit on the same day and year
last aforesaid at Natchez in the County and District aforesaid fully
accounted for the said two Setts of Bills of the Value of one thousand
and fifty Dollars in the said Reciept mentioned according to the tenor
& effect of the same receipt. And the said Abijah & Jesse in fact do say
that of in they had fully paid satisfied and accounted for the said
Bills & sum of money mentioned in the said Bills & sum of money men-
-tioned in the said receipt they the said Abijah & Jesse were duly & in
law entitled & authorized to demand & receive the same receipt of and
from the said Stephen & being so intitled and the said Stephen being
in possession of the said receipt as aforesaid they the said Abijah &
Jesse aforesaid afterwards towit on the day & year last aforesaid at Nat-
chez in the County aforesaid did request the said Stephen to deliver
to them the said Receipt, Yet the said Stephen though often there
requested, hath not delivered the said Reciept to the said Abijah
and Jesse but hitherto hath detained and still doth detain the same
to the damage of the said Abijah & Jesse two thousand five hundred

Dollars &

Dollars and thereupon the said Abijah & Jesse bring &
And the said Stephen by his Attorney comes and defends the Wrong
when &c and saith that he did not detain from the said Abijah and
the said two bills of Exchange in the above declaration mention
said Abijah and Jesse Hunt above in their said Declaration
alledged against him and of this he puts himself upon the
And the said Plaintiff doth the like

Afterwards towit at a Superior Court of law held at Natchez
in and for the District of Adams on the third Monday in
in the year of Our Lord One thousand Eight Hundred and three
this Cause was legally Continued —

Afterwards towit at a Superior Court of law held at Natchez
in and for the District of Adams on the first Monday in February
in the year of Our Lord One thousand Eight hundred and four this
Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued

Afterwards towit it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good & lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful Men of his County according to the Directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four, By whom &c so forth — who neither &c to Recognize &c Because as well the same day is given to the parties aforesaid there and so forth — which day towit before the Judges of the Territory aforesaid at the Court aforesaid then and there held Came as well the said Abijah and Jesse Hunt as the said Stephen Minor by their said Attornies aforesaid and the Jurors of whom mention is above made being called certain of them Came towit Robert Morrow Jonathan Graston Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Graves Walter Burling Gerard Brandon Hugh Wallace, Jeremiah Routh — who being Empannelled chosen tried and Sworn to speak the Truth Concerning the matter within Contained say upon their Oaths that the said Stephen Minor from the said Abijah & Jesse Hunt the within Writing or paper in the declaration aforesaid mentioned in manner and form above Specified as the said Abijah & Jesse above against him the said Stephen Minor hath Complained And they do assess the damages of the said Abijah & Jesse for the Value of the said said writing or paper to Three Hundred ~~and Dollars~~ and they do also assess

the damages of the said Abijah and Jesse by reason of detaining the
said writing or paper the one cent besides his Costs And charges by them about their
the said Abijah & Jesse Hunt do recover against the said Stephen Minor
the aforesaid writing or paper if the said Abijah & Jesse can have the same
delivered to them. And if the said Abijah and Jesse cannot have the same
delivered the aforesaid sum of one cent for the value of the same and the sum
of one cent for his damages aforesaid by the Jurors aforesaid in form aforesaid
assessed as also the sum of to the said Abijah
and Jesse with their assent adjudged by the Court here for their costs
and charges by them about their suit in that behalf laid out and expended
and the said Stephen Minor in mercy and so forth ——

Leonard Pomet vs. Hinds Brooks and Alston

Pleas before the Honorable Peter Bryan Bruin David Ker-
and Thomas Rodney Esquires Judges in and over the Mis-
sisipi Territory at a Superior Court of law held at Nat-
chez in and for the District of Adams on the first Mon-
day in February in the Year of Our Lord one thous
and Eight hundred and Five.

Be it Remembered that heretofore towit at a Superior
Court of Law held at Natchez in and for the District of Adams on the
Monday in August in the Year of Our Lord one thousand Eight
hundred and four Leonard Pomet by Lyman Harding his Attorney
brought into the Court aforesaid his Bile against Hinds Brooks and Alston
in Custody of the Sheriff of Adams County in the District of Adams of a
plea of Trespass on the Case and there are pledges of Prosecution towit
John Doe and Richard Roe which said bile follows in these Words towit
District of Adams ss. Superior Court August Term 1804
Leonard Pomet Complains of Thomas Hinds John Brooks and Philip Alston
in Custody &c of a Plea of Trespass on the Case - For that Whereas the said
Thomas Hinds John Brooks and Philip Alston on the thirteen day of July in the
year of Our Lord One thousand Eight hundred & three at the District of Adams
aforesaid made their certain Note in writing Commonly called a Promissory
Note with their proper hand thereto subscribed bearing date on the day and
year last mentioned; and then and there delivered the said note to the said
Leonard Pomet by which said Note the said Thomas Hinds John Brooks &
Philip Alston promised to pay to the said Leonard Pomet by the name of
Mr Leonard Pomet or Order in all the Month of November then next ensuing
the date of said Note the Just and full sum of Four hundred & Seventy two
dollars fifty seven and three fourth Cents for value received by reason
whereof the said Thomas Hinds John Brooks & Philip Alston became liable to
pay to the said Leonard Pomet the said sum of money Contained in said
Note according to the Tenor and effect of said Note; and being so liable the
said Thomas Hinds John Brookes & Philip Alston in consideration thereof
afterwards towit on the day and year last mentioned at the District aforesaid
undertook and then and there faithfully promised the said

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Leonard Pomet to pay him the said sum of Money Contained in
Note according to the tenor and effect of said Note. Nevertheless the
said Thomas Hinds John Brookes and Philip Alston their promise and undertaking
in the form aforesaid made not in the least regarding the aforesaid Note
or any part thereof to the aforesaid Leonard Pomet have not yet paid
or either of them done it although to pay the same the said Thomas Hinds John
& Philip Alston by the said Leonard Pomet have been often required but
the same to him the said Thomas Hinds John Brookes & Philip Alston
hitherto altogether refused and still do refuse to pay the same to the said
Leonard Pomet to his damage Eight Hundred Dollars and therefore
he brings Suit &c L. Pomet vs Thos. Hinds John Brookes and Philip
Alston. In this Case the Defendant by D. Brayall their attorney came
and defens &c and say they did not take on themselves and assume
in manner and form as the Plaintiff hath alledged And of this they put themselves
on the Country. And the Plaintiff doth the like. —

Afterwards towit at a Superior Court of Law held at Natchez for
the District of Adams — on the Monday in in the year
of Our Lord One thousand Eight Hundred and four this Cause was by day
Continued —

Afterwards at a Superior Court of Law held at Natchez
in and for the District of Adams on the First Monday in February in the year of
Our Lord One thousand Eight Hundred and Five came as well the said Leonard
Pomet as Thomas Hinds John Brookes and Philip Alston by their Attorneys
aforesaid And the said Thomas Hinds John Brookes and Philip Alston reliquishing
the plea by them above pleaded say that he cannot deny the action
of the said Leonard Pomet nor but that they did promise & undertake in
manner and form as the said Leonard Pomet above in his declaration hath
complained against nor but that the said Leonard Pomet hath sustained
damages On Occasion of the not performing of the said Several promises and
undertakings as in the said Declaration is above stated & supposed to Four
hundred and seventy two dollars and fifty seven and three fourth Cents besides
his Costs & charges by him about his Suit in that behalf expended —

Therefore it is Considered by the Court here that the said Leonard
Pomet do recover against the said Thomas Hinds John Brookes and Philip
Alston as well the Sum of Four hundred and seventy two dollars and
fifty seven and three fourth Cents for his damages aforesaid in form afore-
said acknowledged as Also the Sum of
for his Costs and charges by him Expended in and about the prosecution
of his said Suit by the said Court now here adjudged to the said Leonard
Pomet with his Assent which said damages Costs & charges Amount
in the whole to
And the said Thomas. John & Philip in Mercy &c. —

Seth Caston vs George Kelsey.

Pleas before the Honorable Peter Bryan Bruin
David Kerr and Thomas Rodney Esquires Judges
in and over the Mississippi Territory at a Superior
Court of Law held at Natchez in and for the District
of Adams on the First Monday in February in the
Year of Our Lord One thousand Eight Hundred
and four —

Be it Remembered That heretofore towit at a Superior Co
of Law held at Natchez in and for the District of Adams on the third Monday in
February in the year of Our Lord One thousand Eight hundred and two, Seth Ba
ton by J. Dunlop his Attorney brought into the Court aforesaid his bill a gain
George Ropaly in Custody of the Sheriff of Adams County in the District a
Adams of a plea of Trespass on the Case and there are pledges of prosecution to
wit John Doe and Richard Roe which said bill follows in these words towit
Adams District ss Superior Court Nov. Term 1802
Seth Caston Complains of George Ropaly and prays that he may be taken in
to Custody &c And whereupon the said Seth by J. Dunlop his Atty Complains
that whereas the said George the first day of June in the year of Our Lord one thou
sand Eight hundred and two at Adams County in the District aforesaid wa
indebted to him the said Seth in the sum of three hundred and sixty do
lars lawful Money of the United States for Work and Labour by the said Seth
as an Overseer before that time done and performed for the said George at h
special instance and request and being so indebted the said George in Consi
deration thereof afterwards towit the same day & year at the County aforesa
in the District aforesaid upon himself did assume and unto the said Seth did
then and there faithfully promise to pay him the said sum of three hundre
and sixty dollars when thereto afterwards Required And whereas also afterw
ards towit the day & year first above written, the said George in Consideration
that the said Seth had before that time at the special instance and request
of the said George done and performed divers other Work & labour as an Overseer
on the Farms of said George promised the saith Seth to pay him as much
Money as he reasonably deserved to have for the aforesaid last mentioned wor
& labour done & performed by the said Seth for said George when thereto after-
wards he should be Required; and the said Seth in fact avers that he reason
ably deserves to have for the aforesaid last mentioned Work & labour by him
done and performed as aforesaid, other three hundred & sixty Dollars lawful mon
ey aforesaid. Nevertheless the said George his said several promises and Assu-
mptions nothing Regarding, but designing to deceive and defraud the said
Seth yet hath not paid the aforesaid several Sums of Money to the said Seth
tho often Required but the same to pay Seth Refused and still doth
refuse to the damage of the said S[illegible] Four hundred dollars and therefore
he brings Suit &c. Seth Caston vs. George Ropaly. Nov. Term 1802.
And the said George Ropaly by his Atty Eben. Bradish Comes and d
fens and injury wherein &c And says he never did promise and assume in man
ner and form as the Plaintiff in his declaration hath alledged against him
and thereof for Trial puts himself on the Country
And the Ply. doth the like.

Afterwards towit at a Superior Court of Law held at Natchez
in and for the District of Adams on the First Monday in February in the year
of Our Lord One Thousand Eight hundred and three this Cause was legally
Continued. Afterwards towit at a Superior Court of Law held at Natchez
in and for the District of Adams on the third Monday in June in the year
of Our Lord One thousand Eight hundred and three this Cause was legally
Continued. Afterwards towit at a Superior Court of Law held at Natchez
in and for the District of Adams on the third Monday in November in the
year of Our Lord One thousand Eight hundred and three this Cause
was legally Continued.

Afterwards towit at a Superior Court of Law
held at Natchez in and for the District of Adams on the First Monday

in February in the year of Our Lord One Thousand Eight Hundred and Four this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One Thousand Eight Hundred and Four this Cause was legally Continued.

Afterwards towit it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid, do summon thirty two good and lawful Men of his County & the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten Good and Lawful Men of his County according to the Directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One Thousand Eight Hundred and Five By whom &c so forth - who neither &c so forth to recognize &c so forth, Because as well &c which day Came before the Judges of the Territory aforesaid at the Court aforesaid then and there held Came as well the said Seth Easton as the said George Ralph by their Attorneys aforesaid And the Jurors of whom mention is above made being Called Certain of them Came towit Robert Marlow Walter Burling Isaac Alexander Nathan Sawyer Francis Surget Thomas Grafton Mathew McCulloch Francis Graves Geneva Brandon John Foster William Barland John Henry - who being empanelled Sworn tried and Sworn to speak the truth Concerning the matters within Contained say upon their Oathes that the said George Ralph did promise and undertake in manner and form as the said Seth Easton in his declaration hath alledged against him And do assess the damages of the said Seth Easton by Occasion of the non performance of the said promises and undertaking besides his Costs and charges by him about his Suit in that behalf expended to One hundred and forty dollars

Therefore it is Considered by the Court here that the said Seth Easton do recover against the said George Ralph as well the sum of One Hundred and fifty dollars for his damages aforesaid by the Jurors aforesaid in form aforesaid, as also the sum of for his Costs and charges by him Expended in and about the prosecution of his said Suit by the said Court now here adjudged to the said Seth Easton with his Assent which said damages Costs & charges Amount in the whole to

And the said George in Mercy &c.

Robert Johnston vs. David Johnston

Pleas before the Honorable Peter Bryan Bruin David Ker and Thomas Rodney Esquires Judges in and for the Mississippi Territory at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and Five

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Be it Remembered that heretofore to wit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and four Robert Johnston by Edward Turner his Attorney brought into the Court aforesaid in the District of Adams of a plea of Debt and there are pledges of Prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit

Adams District ss. Superior Court of law. February Term 1804.

Robert Johnston by Edward Turner his Attorney complains of David Johnston in Custody &c of a plea that he render to the said Robert four hundred and forty six dollars and fifty Cents lawful money of the United States which the said David owes to the said Robert and from him unjustly detains for this to wit that whereas the said David on the fifth day of November Eighteen hundred and three at Natchez in the District of Adams by his certain Bill single with the proper hand and name of the said David thereto subscribed and sealed with his Seal and to the Court now here shewn the date whereof is the same day and year last mentioned promised to pay or cause to be paid on or before the first day of January then next ensuing unto the said Robert Johnston or Order four hundred and forty six dollars and fifty Cents with lawful interest for Value received, And the said Robert in fact says that on the said first day of January at Natchez in the District aforesaid he did demand of the said David the said sum of four hundred and forty six dollars and fifty Cents but the said David did then & there refuse and neglect to pay the same, by reason whereof an Action hath accrued to the said Robert to demand and have of the said David the said sum of money mentioned in the said bill single according to the tenor effect thereof: nevertheless the said David altho often required has not yet paid to the said Robert the said four hundred and forty six dollars and fifty Cents or any part thereof, but hath hitherto altogether refused and still refuses to pay the same to the said Robert to the Damage of the said Robert of one Hundred dollars & thereupon he brings suit &c

And the said David Johnston by James McCaa his Attorney comes and craves Oyer of the writing obligatory in the said Declaration mentioned

And the said Bill single is read to the said David and Oyer thereof given in the following words, that is to say "One day before the first day of January next I promise to pay or cause to be paid unto Robert Johnston or Order four hundred and forty six dollars and fifty Cents with lawfull Interest for Value received as witness my hand this fifth day of November Eighteen hundred and three, and sealed with my Seal

David Johnston Seal

Test.

John Turner. D. 546.50 cts

E. Turner Atty for Plff

The said David by his said Attorney Comes and defends the wrong and injury when &c and says that he ought not to be charged with the debt in the said declaration mentioned because he says that the writing Obligatory in the said Declaration mentioned is not his Deed and of this he puts himself upon the Country.

And the Plaintiff doth the like.

And for further Plea in this behalf by leave of the Court now first had and obtained and by force of the Statute in such case made and provided and now that the said Robert ought not to have or maintain his said action

thereof against him because he says that before the Issuing out of the Original Writ in this Cause against him the said David he did pay to the said Robert the sum of five hundred and forty five dollars and fifty Cents and all legal interest due thereon being the Debt in the said declaration mentioned and this he is ready to verify Wherefore he prays Judgment of the said Robert ought to have & maintain his said action thereof against him -

And the said Robert says that for any thing by the said David in his second plea above pleaded he ought not to be precluded from having his said action against him the said David because he says that the said David did not pay to him the said Robert the sum of Five hundred and forty five dollars and fifty Cents and all legal Interest due thereon or any part thereof in manner and form as the said David by his second plea above pleaded hath alledged, And of this he puts himself upon the Country And the defendant doth likewise.

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord One thousand Eight Hundred and four this Cause was legally continued. Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight Hundred and four this Cause was legally Continued

Afterwards towit it was commanded that the Sheriff of Adams County in the District of Adams & Territory aforesaid do summon Thirty two good and lawful Men of his County & the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten Good and lawful Men of his County according to the Directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and five By whom &c forth who neither &c forth _ to recognize &c Because as well &c the same day is given to the parties aforesaid there &c -

At which day towit before the Judges of the Territory aforesaid at the Court aforesaid then & there held came as well the said Robert Johnston as the said David Johnston by their said Attornies aforesaid And the Jurors of whom mention is above made being called Certain of them came towit Robert Morgan Jonathan Clayton Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Graves Walter Burling Gerard Brandon Elijah Cushing William Mulhollan - who being empannelled Chosen tried and sworn to speak the truth on the matters within Contained say upon their Oaths that as to the said issue between the parties aforesaid first within Joined, that the within mentioned writing Obligatory is the Deed of the within named David Johnston as the said Robert Johnston hath in his declaration alledged And as to the said issue between the Parties aforesaid secondly within Joined the said Jurors upon their Oath aforesaid further say that the said David Johnston did not pay unto the said Robert

Johnston the sum of Five hundred and forty six dollars and fifty Cents and all Interest thereon due as the said David Johnston in his Replication aforesaid hath alledged in this behalf And the Jurors the said sum of Five hundred and forty six dollars and fifty Cents in the said declaration mentioned is justly due to the said Robert Johnston by the writing Obligatory aforesaid And they assess the Damages of the said Robert Johnston by Reason of the detention of the Debt aforesaid to the sum of thirty one dollars and Eighty seven Cents besides his Costs & charges by him about his suit in that behalf expended. — Therefore it is Considered by the Court that the said Robert Johnston do recover against the said David Johnston as well the sum of Five hundred and forty Six dollars and fifty Cents his Debt aforesaid as the sum of thirty One dollars and eighty seven Cents for his damages by the Jurors aforesaid assessed to be sustained by Reason of the Debt aforesaid as also the Sum for his said Costs and charges by him about his Suit in that behalf expended by the said Court now here adjudged to the said Robert Johnston with his assent which damages Costs & charges & Debt aforesaid Amount in the whole to

And the said David in Mercy &c

Boggs & Davidson vs James Wilson

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight Hundred and Four.

Be it Remembered that heretofore at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in May last in the year of Our Lord One thousand Eight hundred and Four Boggs & Davidson by J. Dunlop their Attorney brought into the Court aforesaid their Bill against James Wilson in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case and which said Bill follows in these words to wit

Mississippi Territory
Adams District } ss August Term 1804.

James Boggs & Nathan Davidson Complain of James Wilson of said District in Custody &c of a plea of Trespass on the Case, For that whereas the said James Wilson on the seventeenth day of June in the year of Our Lord One thousand eight hundred and two at the District aforesaid made his certain Note in writing Commonly called a promissory Note with his proper hand thereto subscribed, bearing date on the day and year last mentioned, by then and there delivered the said note to the said Boggs and Davidson by which said Note the said James Wilson promised to pay to the said Boggs & Davidson the sum of Sixteen hundred and Eighty One dollars and ninety two Cents six months after the date of said note by Reason whereof the said James Wilson became liable to pay to the said Boggs & Davidson the said sum of money contained in said Note according to the tenor and effect of said Note and being so liable the said James Wilson in Consideration thereof afterwards to wit on the day and year last mentioned at the District aforesaid undertook and then and there faithfully promised the said Boggs and

and Davidson to pay them the said sum of money Contained in said Note according to the tenor and effect of said Note. Nevertheless the said James Wilson his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Boggs and Davidson hath not yet paid although to pay the same the said James Wilson by said Boggs and Davidson hath been often required, but to pay the same to the said Boggs & Davidson the said James Wilson hath hitherto altogether refused and still doth refuse to pay the same to the said Boggs and Davidson to their Damages Two thousand three hundred dollars and therefore they bring suit &c

And the said James Wilson by James Wallace his Attorney comes and defends the wrong and injury whereof &c and says he did not promise and undertake in manner and form as the said Boggs & Davidson hath above declared against him &c And of this he puts himself upon the Country.

And the Plaintiff doth the like

Afterwards Towit at a Superior Court of law holden at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four this cause was legally continued—

Afterwards Towit it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten Good and lawful Men of his County according to the Directions of the Act of the General Assembly in such case made & provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and five. By whom &c who neither &c to speak to recognize &c, Because as well &c The same day is given to the parties aforesaid there &c —

At which day Towit before the Judges of the Territory aforesaid at the Court aforesaid then & there held Came as well the said Boggs & Davidson as the same James Wilson by their said Attorneys aforesaid and the Jurors of whom mention is above made being called Certain of them Came Towit Robert Morrow, Jonathan Clayton Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Graves, Walter Burling Gerard Brandon Elijah Cushing William Mulhollan who being Empannelled Sworn tried and Sworn to speak the truth Concerning the matters within Contained say upon their Oaths that the said James Wilson did promise and undertake in manner and form as the said Boggs & Davidson above in his declaration hath alledged against him and do assess the damages of the said Boggs & Davidson On Occasion of the non performance of the said promise and undertaking besides his Costs and Charges by him about his Suit in that behalf expended to Nineteen hundred

dollars and fifty six Cents
Therefore it is Considered by the Court that the said Boggs & Davidson
do recover against the said James Wilson as well the sum of Nineteen hundred
dollars and fifty six Cents for his damages aforesaid by the Jurors aforesaid
in form aforesaid assessed, As also the sum of
for their Costs and Charges by them expended in and about the prosecution of
his said suit by the said Court now here adjudged to the said Boggs and
Davidson with their Assent which said damages Costs & Charges am-
ount in the whole to
And the said James in Mercy &c -

James Johnson vs. Peter A Vandorn

Please before the Honorable Peter Bryan Bruin
David Hall and Thomas Rodney Esquires Judges
in and over the Mississippi Territory at a Superi-
-or Court of Law held at Natchez in and for the
District of Adams on the first Monday in Febru-
-ary in the year of Our Lord One thousand Eight
hundred and four.

Brit Remembrd That heretofore towit at a Superior Court
of Law held at Natchez in and for the District of Adams on the first Monday
in August in the year of Our Lord One thousand Eight hundred and Four James
Johnson by G. Poindexter his Attorney brought into the Court aforesaid his
bill against Peter a Vandorn in Custody of the Sheriff of Adams County in the
District of Adams of a plea of Trespass on the Case and there are pledges of pros-
-ecution towit John Doe and Richard Roe which said Bill follows in these words
towit. Mississippi Territory
Adams District } towit Superior Court of Law Aug.t Term 1804.
James Johnson complains of Peter A Vandorn in Custody &c For that whereas
the said Peter on the 28th day of October in the year of Our Lord One thousand
eight hundred and four towit, at Natchez in the District aforesaid was in debt-
-ed to the said James in the sum of Two hundred and twenty five Dollars &
Seven Cents for divers goods wares and merchandizes by the said James before
that time sold and delivered to the said Peter and at his special instance and
request and being so indebted he the said Peter in Consideration thereof, then and
there undertook and faithfully promised the said James to pay him the said
sum of money when he should be thereunto afterwards requested, And whereas
afterwards towit on the same day and year aforesaid at Natchez aforesaid in
Consideration that the said James at the like special request of the said
Peter had before that time sold and delivered to the said Peter divers other goods
wares and Merchandizes he the said Peter then and there undertook and faithfully
promised the said James to pay him so much money as he reasonably deser-
-ved to have for the same at the time of the sale and delivery thereof; And the
said James avers that he therefore reasonably deserved to have of the said
Peter other two hundred and twenty five dollars seven Cents of like lawful mon-
-ey- towit at Natchez in the District aforesaid whereof the said Peter

Afterwards towit on the same day and year aforesaid there had Notice, And afterwards the said Peter afterwards towit on the same day and year aforesaid at Natchez aforesaid in the District aforesaid was indebted to the said James in other Two hundred and twenty five dollars seven cents of like lawful money for money by the said James before that time laid out expended and paid for the said Peter at his like special request and for other Money by the said James before that time lent and advanced to the said Peter at his like request; And for other Money by the said Peter before that time had and received to the use of the said James And being so indebted he the said Peter in consideration thereof afterwards, towit on the same day and year aforesaid at Natchez aforesaid in the District aforesaid undertook and faithfully promised the said James to pay him the said last mentioned Sums of money when he should be thereto afterwards requested Yet the said Peter although often requested the said several sums of money to the said James hath not paid but the same to pay hitherto hath and still doth refuse to the damage of the said James Four hundred dollars therefore he brings Suit &c

And the said Defendant by A. Lindsey his Att'y comes & defends the force and injury when &c and says that he did not promise and undertake in manner and form as said Plaintiff hath above alledged against him and of this he puts himself upon the Country And the Plaintiff doth the like.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and Four this Cause was legally Continued

Afterwards towit. It was commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon Ten good and lawful Men of his County according to the directions of the Act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and Five - By whom &c forth who neither to the parties aforesaid there &c Because as well &c The same day is given At which day towit before the Judges of the Territory aforesaid at the Court aforesaid there & then held Came as well the said James Johnson as the said Peter A Vandorn by their said Attorneys aforesaid And the Jurors of whom mention is above made being called Certain of them came Towit. Afterwards towit at a Superior Court of Law held

at Natchez in & for the District of Adams on the First Monday in Febr
ary in the year of Our Lord One thousand Eight Hundred and Four came
as well the said James Johnson as the said Peter A Vandorn by their Attorneys
aforesaid And the said Peter A Vandorn relinquishing the Plea by him
above pleaded says that he cannot deny the Action of the said James
Johnson nor but that he did promise & undertake in manner & form
as the said James Johnson above in his declaration hath Complained
against him but that the said James Johnson have sustained
damages on Occasion of the not performing of the said several promises
and undertakings as in the said declaration is above supposed to
two hundred and twenty three dollars and fifty Cents besides his
Costs & Charges by him about his suit in that behalf expended &c
Therefore It is Considered by the Court here that the said
James Johnson do recover against the said Peter A Vandorn as well the sum
of two hundred and twenty three Dollars and fifty Cents for his damages
aforesaid by the said Peter A Vandorn aforesaid acknowledged
As also the sum of
for his Costs and Charges by him Expended in and about the prosecution
of his said suit by the said Court now here adjudged to the said James
Johnson with his assent which said damages Costs and charges and
Amount in the whole to

And the said Peter in Mercy &c.

Jesse Hamilton vs. Samuel Montgomery
and Alexander Montgomery.

Pleas before the Honorable Peter Bryan Bruin David Ker
and Thomas Rodney Esquiries Judges in and over the Mississ-
ippi Territory at a Superior Court of law held at Natchez
in and for the District of Adams on the First Monday in
February in the Year of Our Lord One thousand Eight hundred
and four.

Be it Remembered That here before Power at a Superior Court of law held at
Natchez in and for the District of Adams on the First Monday in August in the year of Our
Lord One thousand Eight hundred and four Jesse Hamilton by James Wallace his
Attorney brought into the Court aforesaid his bill against Samd and Alex
Montgomery in Custody of the Sheriff of Adams County in the District of
Adams of a plea of Trespass on the Case and there are pledges of Prosecution
to wit John Doe and Richard Roe which said bill follows in these words
to wit. Mississippi Territory } In the Superior Court of Law August
Adams District } Term 1804.
Jesse Hamilton by James Wallace his Attorney Complains of Samuel Monty
omery and Alexander Montgomery being in Custody &c of a plea of Trespass
on the Case for that whereas the said Samuel and Alexander on the
twenty'th day of August in the year of Our Lord One thousand Eight Hun-
dred and three to wit in the district of Adams aforesaid made his

Contain

their certain Note in writing Commonly called a promissory Note with their proper hand thereto subscribed bearing date on the day and year last mentioned and then and there delivered the said Note to the said Jesse Hamilton by which said Note the said Samuel and Alexander on or before the first day of February then next promised to pay to the said Jesse Hamilton the sum of Eleven Hundred and fifty dollars for value received &c by reason whereof the said Samuel and Alexander became liable to pay to the said Jesse Hamilton the said sum of money contained in said Note according to the tenor and effect of said Note. Nevertheless the said Samuel and Alexander their promise and undertaking aforesaid in form aforesaid made not in the least Regarding the aforesaid sum of money or any part thereof to the aforesaid Jesse Hamilton have not yet paid although to pay the same the said Samuel and Alexander have been often required / but to pay the same to him the said Daniel and Alexander have hitherto altogether refused and still do refuse to pay the same to the said Jesse Hamilton to his damages one thousand five Hundred dollars and thereupon he brings Suit &c

And the said Samuel and Alexander by George Poindexter their Attorney comes into Court and defends the Wrong and Injury &c and for Plea, say that they did not undertake & promise & assume in manner and form as the Plaintiff in his Declaration against them hath complained And of this they put themself upon the Country

And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight Hundred and Four This Cause was legally Continued.-

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight Hundred and five Came as well the said Jesse Hunt as the said Samuel Montgomery and Alexander Montgomery by their Attorneys aforesaid And the said Samuel and Alexander relinquishing the Plea by them above pleaded say that they cannot deny the action of the said Jesse Hamilton nor but that they did promise and undertake in manner & form as the said Jesse Hamilton above in his declaration hath complained against them but that the said Jesse Hamilton hath sustained damages on occasion of the not performing of the said several promises and undertakings as in the said declaration is above supposed to One thousand and twenty Nine Dollars and twenty Eight Cents and one half Cent besides his cost & charges by him about his Suit in that behalf expended—

Therefore it is Considered by the Court here that the said Jesse Hamilton do recover against the said Samuel Montgomery and Alexander Montgomery as well the Sum of One thousand and twenty Nine dollars and twenty Eight and an half cents for his damages aforesaid by the said Samuel and Alexander acknowledged in form aforesaid As also the sum of
Six dollars Costs & Charges by him Expended in and about the prosecution of his said Suit by the said Court now here adjudged to the said Jesse Hamilton with his Assent which said damages Costs & charges Amount in the whole to
And the said Sam.l & Alex.r in Mercy &c.

Stothart & Bell vs. Robt & Jas Moore

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five.—

Be it Remembered. that heretofore Towit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four Stothart & Bell by J. Mulloy their Attorney brought in the Court aforesaid his bill against Robt & Jas Moore in Custody of the Sheriff of Adams County in the District of Adams in a plea of Debt which said bill follows in these Words towit — Mississippi Territory

Adams District } ss August Term 1804.

Robert Stothart and George Bell complain of Robert Moore and James Moore of said District in Custody &c of a plea that they render to said Stothart and Bell the sum of Twelve hundred and twenty four Dollars money of the United states which to said Plaintiffs said Defendants due and unjustly detain For that whereas on the fifth day of July in the year of Our Lord One thousand eight hundred & three at the District aforesaid, the said Robert Moore and James Moore by their certain writing Obligatory Sealed with their Seals and to the Court here shewn the date whereof is the day & year aforesaid acknowledged themselves indebted and thereby promised to pay to the said Stothart & Bell the said Sum of Twelve hundred and twenty four dollars money of the United States to be paid to the said Stothart & Bell in all the month of January next ensuing the date of the said writing obligatory, or when thereto after-wards they should be required— Nevertheless the said Robert Moore and James Moore tho often required, yet have not paid to the said Stothart & Bell the said Sum of Twelve hundred and twenty four Dollars like money nor any part thereof but the same to the said Stothart & Bell to pay they the said Defendants have refused and still do refuse to the damage of the said Stothart & Bell Four hundred Dollars And therefore they bring suit.

And the said James and Robt by their Attorney Seth Lewis come and defend the Wrong & injury when &c & saith that the said Plaintiffs ought not to have or maintain their

their Action aforesaid against them because they say that the writing Obligatory aforesaid is not their Deed and of this they put themselves on the Country

And the Plff do the like.

And the said Defendants giving }
Payment in Evidence at the Trial without }
pleading it

Afterwards Towit at a Superior Court of Law held at Natchez in and for the District of Adams on the Third Monday in November in the year of Our Lord One thousand Eight hundred and Nine - This Cause was legally Continued -

Afterwards Towit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and Nine Came as well the said Stothard and Bell as the said Robt. and Jas. Moore by their Attorneys aforesaid And the said Defendants Relinquishing the Plea by them above pleaded say they cannot deny the Debt of the said Plaintiffs nor but that they did promise and undertake in manner & form as the said Plaintiffs above in their declaration have complained against nor but that the said Plaintiffs have sustained damages on occasion of the not performing the said several promises and undertakings as the said declaration is above supposed - to the value of Three hundred and twenty five Dollars - being their debt and damages - besides Costs & Charges by them about their Suit in that behalf expended -

Therefore it is Considered by the Court that the said Stothard & Bell do recover against the said Robert & James Moore as well the Sum of three hundred and twenty five dollars for debt aforesaid by the said Defendants acknowledged in form aforesaid As also the Sum of

for their said Costs and Charges by them about their suit in that behalf expended - by the said Court now here adjudged to the said Plaintiffs with their assent which Debt Damages Costs and Charges amount in the whole to

And the said Robt & Jas in mercy &c.

Valentine Sinclair vs William Hardy

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams in the year of Our Lord One thousand eight hundred and Nine And on the First Monday in February of said year

But Remembered that heretofore to wit at a Superior Court

Court of Law held at Natchez in and for the District of Adams on the 1st Mon
Monday in August in the year of Our Lord One thousand Eight hundred
and Four Valentine Knidar by Sett Lewis his Attorney brought in to
the Court aforesaid his bill against William Darby in Custody of the
Sheriff of Adams County in the District of Adams of a plea of Trespass on the
case which said bill follows in these Words towit
Adams District ss August Term 1804.
Valentine Knidar Complains of William Darby in Custody &c of a plea of
trespass on the case &c for that Whereas the said William on the fifth day
of March in the year of Our Lord One thousand eight hundred and three at
the County of Adams in the District of Adams aforesaid made his Certain
Note in writing called a promissory Note or due bill with his own proper hand
thereto subscribed bearing date the day and year aforesaid and then and there
delivered the said Note to one Anderson Launder by which said Note the
said William did acknowledge that there was due from him to the said
Anderson and did thereby promise, eight months after the date of the
said Note to pay to the said Anderson or his Order the sum of Five hun
dred and fifty Dollars the same being for Value received, and the said
Anderson to whom or to whose Order, the payment of the said sum of
Money mentioned in the said note was by the said Note to be made after
the making thereof and before the payment of the money in the said Note
specified, or any part thereof that is to say on the ninth day of May
in the same year aforesaid at Adams County aforesaid, indorsed the said
Note his own proper hand writing being thereon subscribed by which said in-
-dorsement the said Anderson ordered and appointed the said sum of money
specified in the said Note to be paid to the said Valentine & and then
& there delivered the said Note so indorsed to the said Valentine of which
said indorsement the said William afterwards Towit on the same day
and year last aforesaid at the County aforesaid had Notice by reason
whereof and by force of the Statute in such Case made and provided
the said William became liable to pay to the said Valentine the said
Sum of money mentioned in the said Note according to the tenor and effect
of the said Note, and of the said indorsement so made thereon as aforesaid
And being so liable, he the said William in Consideration thereof afterw-
-ards Towit, on the same day & year last aforesaid at the County aforesaid
undertook and to the said Valentine then and there faithfully promi
-sed to pay him the said sum of money mentioned in the said Note ac-
-cording to the tenor and effect of the said Note and of the said indorse-
-ment so made thereon as aforesaid, Nevertheless the said William
although often thereto requested the aforesaid sum of money mentioned
in the said Note to the said Valentine, hath not yet paid, nor any part
thereof but to pay the same or any part thereof hath hitherto wholly refused
and still doth refuse to the Damage of the said Valentine Nine
Thou-

Sundred Dollars and thereupon he brings suit &c
And the said William Darby by James Wallace his Attorney comes & defends the wrong and Injury when &c And says that he did not undertake in Manner and form as the said Valentine Kinder hath above declared against him and of this he puts himself upon the Country &c
And the said Valentine doth the like
Afterwards towit at a Superior Court of Law held at Natchez in & for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four - This Cause was legally Continued -
Afterwards towit at a Superior Court of Law held at Natchez in & for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five came as well the said Valentine Kinder as the said William Darby by their Attorneys And the said William Darby relinquishing his plea by him above pleaded says that he cannot deny the action of the said Valentine Kinder nor but that he did promise & undertake in manner & form as the said Valentine Kinder above in his declaration hath complained against him but that the said Valentine Kinder hath sustained damages on Occasion of the not performing of the said several promises and undertakings & in the said declaration is above supposed to Four hundred and forty dollars besides his costs & charges by him about his Suit in that behalf expended And therefore it is considered by the Court that the said Valentine Kinder do recover against the said William Darby as well the sum of Five hundred and forty dollars for his damages aforesaid assessed as also the sum of for his costs and charges by him expended in and about the prosecution of his said Suit by the said Court now here adjudged to the said Valentine Kinder with his Consent which said damages costs and charges Amount in the whole to
And the said William in Mercy &c.

Wilson Hunt vs. James Wallace

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight Hundred and Five.

Be it Remembered - That heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the first

Monday in August in the Year of Our Lord One Thousand Eight Hundred
and four Wilson Hunt by his Attorney Green, brought in to the Court aforesaid
his bill against James Wallace in Custody of the Sheriff of Adams County in
the District of Adams of a plea of Trespass on the Case and then Pledges of
prosecution to wit John Doe and Richard Roe which said Bill followed in these
words to wit
Adams District ss Superior Court August Term 1804
Wilson Hunt complains of James Wallace in Custody &c of a plea of Trespass
on the Case for that whereas the said James Wallace on the second day of
January in the year of Our Lord One thousand eight hundred and four within
the District aforesaid made his Certain note in writing Commonly Called
a promissory note with his own proper hand thereunto subscribed bear-
-ing date the day and year last mentioned and then and there delivered
the said note to the said Wilson Hunt by which said note the said
Wilson Hunt promised to pay to the said Wilson Hunt or order one thou-
and two hundred and eight dollars and twenty four Cents with
Interest for value received, by reason whereof and by force of the Statute
in such case made and provided the said James Wallace became liable
to pay to the said Wilson Hunt the said sum of money contained in
said note according to the tenor and effect of said Note. And being so
liable the said James Wallace in Consideration thereof afterwards
to wit the day and year last aforesaid in the District aforesaid undertook
and then and there faithfully promised the said Wilson Hunt to pay him
the sum of money contained in said note according to the tenor and effect of
said Note Nevertheless the said James Wallace his promise and undertak-
-ing aforesaid in form aforesaid made not in the least regarding the aforesaid
sum of money or any part thereof to the aforesaid Wilson Hunt hath not yet
paid altho to pay the same the said James Wallace hath been often requir-
ed but to pay the same to him the said Wilson Hunt hath hitherto altogeth-
er refused and still doth refuse to pay the same to the said Wilson Hunt
to his damage three hundred dollars and thereupon he brings suit &c
And the said James Wallace Comes and defends the wrong and injury when
and &c saith that the said Wilson Hunt ought not to have or main-
tain his said Action thereof against him because he says that he did not promi-
-se and undertake in manner and form as the said Wilson Hunt hath above
declared against him and of this he puts himself upon the Country
And the said Plaintiff doth the like.
Afterwards to wit at a Superior Court of law held at Natchez in and
for the District of Adams on the third Monday in November in the year
of Our Lord One Thousand Eight Hundred and Four this Cause was
legally Continued —
Afterwards to wit at a Superior Court of law held at Natchez in and
for the District of Adams on the first Monday in February in the
year of Our Lord One thousand Eight hundred and five Came as well the
said Wilson Hunt as the said James Wallace by their Attorneys

aforesaid And the said James Wallace relinquishing the plea by him above pleaded says that he Cannot deny the action of the said Wilson Hunt nor but that he did promise and undertake in manner & form as the said Wilson Hunt above in his declaration hath complained against him but that the said Wilson Hunt hath sustained damages on occasion of the not performing of the said several promises and undertakings as in the said declaration is above supposed to two hundred and eight dollars and twenty four Cents besides his Costs and charges by him about his Suit in that behalf expended -

Therefore it is considered by the Court here that the said Wilson Hunt do recover against the said James Wallace as well the sum of Two hundred and Eight dollars and twenty four Cents for his damages aforesaid by the said James Wallace acknowledged and confessed in form aforesaid - As also the sum of for his Costs and charges by him expended pi and about the prosecution of his said Suit by the said Court now here adjudged to the said Wilson Hunt with his assent which said damages Costs and charges amount in the whole to

And the said James in Mercy &c.

William Lyon vs. Robert Moore

Pleas before the Honorable Peter Bryan Bruin David Kerr and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and first -

Be it Remembered that heretofore to wit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight Hundred and four William Lyon by J. Murdoch his Attorney brought into the Court aforesaid his bill against Robert Moore in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case - which said bill follows in these words to wit

Mississippi Territory
Adams District ff 3 August Term 1804.

William Lyon Complains of Robert Moore of said District in Custody &c of a Plea of Trespass on the Case, For that whereas the said Robt. on the thirty first day of October in the year of Our Lord One thousand Eight hundred and three at the District aforesaid made his Certain Note in writing Commonly Called a promissory Note with his proper hand thereto subscribed bearing date on the day and year last mentioned,

and then and there delivered the said Note to the said William Lyon by which said Note the said William Lyon the sum of One hundred and sixty eight dollars and fifty Cents on or before the first day of February next ensuing the date of said Note by reason whereof the said Robert Moore became liable to pay to the said William Lyon the said sum of money Contained in such Note according to the tenor and Effect of said Note And being so liable the said Robert in Consideration thereof afterwards towit on the day and year last mentioned at the District aforesaid undertook, and then and there faithfully promised the said William Lyon to pay him, the said sum of money Contained in said Note, according to the tenor and effect of said Note and whereas also the said Robert afterwards towit the same day & year at the District aforesaid was indebted to the said William one other sum of One hundred and sixty eight dollars and fifty Cents money of the United States for a Quantity of Whiskey Sold and delivered by said William to the said Robert and at his special instance and request And being so indebted the said Robert in Consideration thereof afterwards towit the same day & year at the District aforesaid undertook and then and there faithfully promised the said William to pay him the said sum of money when thereto afterwards he should be required - Nevertheless the said Robert tho often required yet hath not paid to the said William the aforesaid several sums of Money but the same to him to pay he the said Robert hath refused and still doth refuse to the damage of the said William three hundred dollars and therefore he brings Suit &c

And the said Robert by his Attorney Seth Lewis Comes and defends the wrong & Injury when &c Saith that he did not undertake and promise in manner & form as the said William above in his declaration hath alledged against him and of this he puts himself upon the Country

And the Plaintiff doth the like -

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four - this Cause was legally Continued -

Afterwards towit at a Superior Court held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight Hundred and five came as well the said William Lyon as the said Robert Moore by their Attorneys aforesaid And the said Robert Moore relinquishing the plea by him above pleaded, says that he cannot deny the Action of the said William Lyon - nor but that he did promise and undertake in manner & form as the said William Lyon above in his declaration hath complained nor but that the said William Lyon hath sustained damages on Occasion of the not performing of the said several promises and undertakings As in the said declaration is above supposed to One hundred and sixty Eight dollars and fifty Cents besides his costs and

Edwards

charges by him about his Suit in that behalf expended —
Therefore it is Considered by the Court here that the said William Lyon do recover against the said Robert Moore as well the sum of One hundred and sixty Eight Dollars and fifty Cents for his damages aforesaid by him the said Robert Moore Confessed and acknowledged aforesaid in form aforesaid As also the sum of
for his Costs
charges by him Expended in and about the Prosecution of his said Suit by the Court now here adjudged to the said William Lyon with his Assd which said damages Costs and charges Amount in the whole
to
And the said Robert in Mercy &c.

John Wilkins vs. Henry Gaither

Pleas before the Honorable Peter Bryan Bruin Sewall Kerr and Thomas Rodney Esquires Judges &c and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in February in the Year of Our Lord One Thousand Eight Hundred and two

Be it Remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the Year of Our Lord One thousand Eight Hundred and two John Wilkins by Murray his Attorney brought into the Court aforesaid his Bill against Henry Gaither in Custody of the Sheriff of Adams County in the District of Adams of a Plea of Trespass on the Case And there are pledges of prosecution to wit John Doe and Richard Roe - which said Bill follows in these Words to wit -

Mississippi Territory } Superior Court Nov. Term 1802.
Adams District }

John Wilkins late quarter Master General of the United States Complaineth of Henry Gaither late Colonel of the third Regiment of the United States Army and prays that he may be taken into Custody &c
And whereupon the said John Wilkins by William Murray his Attorney Complains that whereas on the first day of May in the year of Our Lord One thousand eight hundred and two at the County of Adams and District aforesaid the said Henry Gaither was indebted to him in the sum of three hundred and Ninety nine dollars and eighty seven Cents lawful Money of the United States for the like sum of Money by the said Henry Gaither, to the use of the said John Wilkins, before that time had received; and being so indebted the said Henry in Consideration thereof afterwards to wit the same day & year at the County and District aforesaid took upon himself And to the said John Wilkins then & there faith-

Gaither fully promised to pay the said John the said sum of three hundred and Ninety Nine Dollars and Eighty seven Cents when thereto afterwards required And whereas also the said Henry Gaither, afterwards, to wit, the same day and year aforesaid in the County and District aforesaid was indebted to the said John Wilkins in other three hundred and ninety nine Dollars and eighty seven Cents lawful money aforesaid for so much money by the said John Wilkins for the use of the said Henry Gaither and at his special Instance and request, before that time said laid out and expended - And being so indebted the said Henry Gaither in Consideration thereof afterwards to wit the same day and year at the County and District aforesaid took upon himself and then and there faithfully promised the said John Wilkins to pay him the said sum of three hundred and Ninety Dollars and Eighty seven Cents last mentioned when thereto afterwards required by the said John Yet the said Henry Gaither his several promises and assumptions aforesaid nothing regarding but designing and fraudulently intending the said John Wilkins in this behalf to deceive and defraud, the aforesaid several sums of money to the said John Wilkins - Yet hath not said the 10th item required by the said John but the same to him to pay hath refused and still doth refuse to the damage of the said John Wilkins Seven hundred and Ninety nine Dollars and Twenty four Cents And therefore he brings Suit &c

November Term 1802. Superior Court

And the said Henry Gaither by Joseph A Parrott his Attorney Comes and defends the wrong and injury when &c and says that he never did promise & assume in manner and form as the said John Wilkins Junr in his declaration aforesaid hath alledged against him and of this for trial he puts himself upon the Country. -

And the Plff. doth the like -

Afterwards to wit at a Superior Court held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three - this cause was legally Continued

Afterwards to wit at a Superior Court of law held at Natchez in and for the district of Adams on the First Monday in August in the year of our Lord One thousand Eight hundred and three this cause was legally Continued. —

Afterward to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three this cause was legally Continued

Afterwards to wit at a Superior Court of law held at Natchez in the District of Adams on the first Monday in February in the year of our Lord one thousand Eight hundred and four this cause was legally Continued

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the Third Monday in June in the year of Our Lord One thousand Eight Hundred and three this cause was legally Continued

Natchez

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams the First in August in the year of Our Lord One thousand Eight hundred and four this cause was legally continued -
Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four this cause was legally continued
Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and four this cause as well the said John Wilkins as the said Henry Gaither by their Attorneys aforesaid and the said Henry Gaither relinquishing the plea by him above pleaded says that he cannot deny the action of the said John Wilkins nor but that he did promise and undertake in manner and form as the said John Wilkins above in his declaration hath complained against him, but that the said John Wilkins hath sustained damages on occasion of the not performing of the said promises and undertakings of him the said declaration is above supposed to the sum of Two hundred and Eight dollars and Eighty Cents besides his costs & charges by him about his suit in that behalf expended
Therefore it is considered by the Court here that the said John Wilkins do recover against the said Henry Gaither as well the sum of Two hundred and Eight dollars & Eighty Cents for his damages aforesaid by Henry Gaither aforesaid in form aforesaid acknowledged and confessed - As also the sum of
for his costs and charges by him expended in and about the prosecution of his said suit by the said Court now here adjudged to the said John Wilkins with his assent which said damages costs & charges amount in the whole to
And the said Henry in Mercy &c

Gerard Brandon vs Robt Moore

Pleas before the Honorable Peter Bryan Bruin David Ker and Thomas Rodney Esquires Judges in and for the Mississippi Territory at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and five

Brit Remembrance. That here to fore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in August in the year of Our Lord One thousand Eight hundred and Four Gerard Brandon by Lyman Harding his Attorney brought into the Court aforesaid his bill against Robert Moore in the Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these Words towit -

Adams District ss Superior Court August Term 1804

Gerard Brandon Complains of Robert Moore in Custody &c of a plea of Trespass on the Case - For that whereas the said Robert Moore on the thirty first day of August in the year of Our Lord One Thousand Eight hundred and two at Natchez in the District of Adams aforesaid made his certain Note in writing Commonly called a Promissory Note with his hand thereto subscribed bearing date on the day and year last mentioned, and then and there delivered the said Note to the said Gerard Brandon by which said Note the said Robert Moore promised to pay to the said Gerard Brandon by the Name of Mr Gerard Brandon or Order in the Month of October then next ensuing the sum of two thousand four hundred and ninety four dollars & seventy five Cents for value received by reason whereof the said Robert Moore became liable to pay to the said Gerard Brandon the said sum of Money so Contained in said Note according to the tenor and effect of said Note and being so liable the said Robert Moore in Consideration thereof, afterwards to wit, on the day and year last mentioned at Natchez aforesaid in the District aforesaid undertook and then and there faithfully promised the said Gerard Brandon to pay him the said sum of money contained in said Note according to the tenor and effect of said Note, Nevertheless the said Robert Moore his promise and undertaking aforesaid in form aforesaid made not in the least regarding, the aforesaid sum of money or any part thereof to the aforesaid Gerrard Brandon hath not yet paid although to pay the same the said Robert Moore by the said Gerard Brandon hath been often required, but to pay the same to him the said Robert Moore hath hitherto altogether refused and still doth refuse to pay the same to the said Gerrard Brandon to his damage two thousand four Hundred dollars and thereupon he brings Suit &c

And the said Robert by his Attorney Seth Lewis Comes & defends the force & injury when &c & saith that the said Plaintiff ought not to have or maintain this Action aforesaid against him because he saith that he did not assume & promise in manner & form as the said Plaintiff in his Declaration hath alledged against him & of this he puts himself upon the Country

And the Plaintiff doth the like

Afterwards towit at a Superior Court of law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and Four this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first day of February in the year of Our Lord One thousand Eight hundred and five came as well the said Gerrard Brandon as the said Robert Moore by their

Attorneys aforesaid And the said Robert Moore relinquishing the Plea by him above pleaded says that he cannot deny the Action of the said Gerard Brandon nor but that he did promise and undertake in manner and form as the said Gerard Brandon above in their declaration hath complained against him but that the said Gerard Brandon hath sustained damages on occasion of the not performing of the said several promises and undertakings as in the said declaration is above suppposed to the Thousand five Hundred and Ninety five Dollars and Seventy five Cents besides his costs & charges by him about his said suit in that behalf expended -

Therefore it is considered by the Court that the said Gerard Brandon do recover against the said Robert Moore as well the Sum of two thousand five Hundred and Ninety five dollars and Seventy five Cents for his damages by the said Robert in form aforesaid Acknowledged and confessed as also the Sum of for his costs and charges by him expended in and about the prosecution of his said suit by the said Court now here adjudged to the said Gerard Brandon with his assent which said damages costs and charges Amount in the whole to

And the said Robert in Mercy &c

Patrick Connelly vs James Dunwoody

Pleas before the Honorable Peter Bryan Bruin David Ker and Thomas Rodney Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams On the first Monday in February in the Year of Our Lord One thousand Eight Hundred and four -

Be it Remembered that here before Bruin & Ker Justices of a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in August in the Year of Our Lord One thousand Eight Hundred and three Patrick Connelly by G. Poindexter his Attorney brought into the Court his bill against James Dunwoody in the Custody of the Sheriff of Adams County of the District of Adams of a Plea of Trespass on the case / And there are pledges of Prosecution which said bill follows in these Words towit

Mississippi Territory }
Adams District } ss

Patrick Connelly complains of James Dunwoody in Custody &c of a Plea of Trespass on the case: For that whereas the said Patrick now is a good true honest Just and faithful Citizen of the Mississippi Territory and as such honest Just and faithful Citizen hath always

always for his last time past hitherto lived and Continued, and hath always
until committing the grievance hereafter mentioned, been said held reputed accepted
and esteemed as such amongst all his neighbors and other persons to whom he was
any ways known, and hath never yet been guilty nor until committing the griev-
ance hereafter mentioned been suspected to have been guilty of any Felony Larceny
and Robbery or other such heinous crime by means of which said premises he the
said Patrick before the false scandalous and Malicious pronunciation of the
said James hereafter mentioned, had deservedly obtained and procured to him-
self the benevolence good opinion and Credit of all his neighbors and other
worthy Citizens of the Mississippi Territory to whom he was any ways known
yet the said James knowing the premises but greatly envying the happy
State and Condition of the said Patrick and contriving and maliciously
intending to hurt injure and prejudice the said Patrick in his character
and reputation and to deprive him of his good name and credit and to
cause him to be esteemed and reputed, amongst his neighbors and other
worthy Citizens of the said Territory! to be a thief and a person guilty
of felony, and to cause him to undergo the pains and penalties of the laws and
Statutes of the Mississippi Territory made and provided against those who
commit felony or larceny and cause him to be imprisoned and to be kept
and detained in prison, and to put him to great charge and expence, and to
vex disturb and disquiet him, and to make him undergo great hardships pa-
ins and labour both of body and Mind and to ruin him therefore that is to
say at a Superior Court of law holden in and for the District of Adams in
the Month of June One thousand Eight hundred and three falsely Malicious-
ly and without any Reasonable or probable cause whatsoever indicted and
falsely and Maliciously and without any Reasonable or probable cause
whatsoever, Caused and procured to be Indicted the said Patrick by the name
of Patrick Counely labourer for that the said Patrick Counely labourer
late of the County of Adams within the District aforesaid and within the
Jurisdiction of this Court with force and Arms at Fatchez in the County
and district aforesaid, on the sixteenth day of January One thousand
eight hundred and three, One Red Coloured Sow Shoat about seven Months
old with a Short tail and unmarked of the Value of Six dollars and One
other red Coloured sow Shoat about seven months old unmarked of the
value of five Dollars of the goods and Chattles of James Ellinwood then and
there found feloniously did steal take and drive away against the laws
Customs and usages in such case made and provided and against the Peace
and Dignity of the Mississippi Territory of the United States and the
said James falsely and maliciously and without any Reasonable cause what-
soever caused and procured to be prosecuted the said Indictment against
the said Patrick Lowit at the District of Adams aforesaid until the said
Patrick Lowit at the said Superior Court of law holden in and for the said
District of Adams, on Wednesday the 29th day of June One thousand eight
hundred and three, was by the said Grand Jurors sworn and empannelled
for the Mississippi Territory and District aforesaid, before the Judges of the
said Superior Court of law in due manner and according to due course of
Law acquitted. By means of the prosecution of which said Indictment

and

and of all the premises touching and concerning the same the said Patrick is not only greatly hurt & injured, lessened and prejudiced in his good name fame credit and reputation and hath been brought into great scandal ignominy and disgrace amongst his neighbours and divers other good and worthy liegens of the said Territory, and has been by them taken reputed and esteemed to be a felon and a thief and was for a long time thereby, for and during all the time of the carrying on the said false and malicious prosecution against him, secluded from and denied the happiness of the conversation and Company of his friends and acquaintance but also by means of the said malicious prosecution the said Patrick was imprisoned and kept and detained in prison for a long time for the space of two days and was forced and obliged to find bail to appear and abide the Sentence of the aforesaid Superior Court of law holden in and for the District of Adams aforesaid and was necessarily forced and obliged to lay out and expend divers large sums of money and to undergo many great and tedious troubles and labours both of body and Mind, in and about the defending himself in the premises and the Manifestation of his Innocence therein and his necessary affairs and business and getting an honest livelihood for himself and his family for and during all the time aforesaid to wit at the Superior Court of law aforesaid. To the great damage of the said Patrick five thousand Dollars and therefore he brings suit &c

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three - this Cause was legally continued -

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and four this Cause was legally continued.

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and four this Cause was legally continued -

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four this Cause was legally continued -

Afterwards to wit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight Hundred and four

This Case was legally Continued

Afterwards towit It was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid, do summon thirty two good and lawful Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful Men of his County according to the Directions of the Act of the General Assembly in such Case made & provided to be and appear before the Judges of the Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five — By whom the Sheriff is to make known to the Parties aforesaid their said day towit before the Judges of the Territory aforesaid at the Court aforesaid then and there held Same as well the said Patrick as the said James by their Attorneys aforesaid and the Jurors of whom mention is above made being called Certain of them came towit Robert Morton Jonathan Dayton Isaac Alexander Nathan Swayze Francis Surget Thomas Grafton Mathew McCulloch Francis Speares Walter Burling Gerard Brandon James Moore William Barland — who being empannelled Chosen tried and sworn to speak the truth on the matters Contained in the Above declaration and on Accasion thereof to asses the damages — Upon their Oath to asses the Damages of the said Patrick Connelly to One Cent besides his Costs & Charges by him about his Suit in that behalf Expended

Therefore it is Considered by the Court here, that the said Patrick Connelly do Recover against the said James Dunwoody as well the sum of One Cent for his damages by the Jurors aforesaid assessed as also the sum of for his Costs and Charges by him about this Suit in that behalf expended by the said Court therefore adjudged to the said Patrick Connelly with his Assent which damages Costs and charges Amount in the whole to

And the said James in Mercy &c

Wilson Hunt vs James Nicholson

Pleas before the Honorable Peter Bryan Bruin Daniel Hern and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand and Eight hundred and five

Be it Remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the First Monday in August in the year of Our Lord One thousand Eight hundred and Four

Wilson Hunt by Green, his Attorney brought into the Court aforesaid his bile against James Nicholson in Custody of the Sheriff of Adams County of a plea of Trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said Bile follows in these Words to wit.

Adams District ss. Superior Court August Term 1804.

Wilson Hunt complains of James Nicholson in Custody &c of a plea of Trespass on the Case for that whereas the said James Nicholson on the thirtieth day of May in the Year of Our Lord One thousand Eight hundred and Four within the District aforesaid made his Certain Note in writing Commonly called a promissory Note with his proper hand writing thereto subscribed bearing date on the day and year last mentioned and then and there delivered the said Note to the said Wilson Hunt by which said Note the said James Nicholson promised to pay to the said Wilson Hunt or Order on demand six hundred and one dollars, Ninety One and a half Cents with Interest from the date until paid for Value received, by reason whereof the said James Nicholson became liable to pay to the said Wilson Hunt the said sum of money contained in said Note according to the tenor and effect of said note And being so liable the said James Nicholson in Consideration thereof afterwards to wit, on the day and year last mentioned in the District aforesaid undertook and then and there faithfully promised the said Wilson Hunt, to pay him the said sum of money contained in said Note according to the tenor and effect of said Note. Nevertheless the said James Nicholson his promise and undertaking aforesaid in form aforesaid made, not in the least regarding, the aforesaid sum of Money or any part thereof to the aforesaid Wilson Hunt hath not yet paid, although to pay the same the said James Nicholson hath been often required, but to pay the same to him the said Wilson Hunt the said James Nicholson hath hitherto altogether refused and still doth refuse to pay the same to the said Wilson Hunt to his damage One thousand dollars and therefore he brings suit &c

And the said James Nicholson by his Attorney comes and defends the Wrong & Injury when &c and for Plea saith that the Plaintiff his Action aforesaid ought not to have and maintain because he saith that he did not undertake promise and assume in Manner & form as the Plaintiff in his Declaration against him hath complained and of this he puts himself upon the Country.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four — This Cause was legally Continued —

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five — Came as well the said Wilson Hunt as the said James Nicholson by their Attornies —

aforesaid And the said James Nicholson Relinquishing the plea by him above pleaded says that he cannot deny the action of the said Wilson Hunt nor but that he did promise & undertake in manner & form as the said Wilson Hunt above & in his declaration hath complained against him but that the said Wilson Hunt hath sustained damages by occasion of the not performing of the said several promises & undertakings as in the said declaration is above supposed to Six hundred and twenty three dollars and thirty two cents besides his Costs & charges by him in that behalf expended—

Therefore it is considered by the Court here that the said Wilson Hunt do recover against the said James Nicholson as well the sum of Six hundred and twenty three dollars and thirty two cents for his damages aforesaid by the said James Nicholson acknowledged and confessed in form aforesaid & also the sum of
for his Costs and charges by him expended in and about the prosecution of his said Suit by the said Court now here adjudged to the said Wilson Hunt with his assent. which said damages Costs and charges Amount in the whole to
And the said James in Mercy &c

Nathaniel Tomlinson vs Robert Nixon

Pleas before the Honorable Peter Bryan Bruin David Ker-r- and Thomas Rodney Esquires Judges in and over the Mississippi Territory at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and five —

Be it Remembered that heretofore to wit the Second Monday in October in the Year of Our Lord One thousand Eight hundred and two before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the County of Adams by the Justices of the County Court of Adams County transmit to the Superior Court of law aforesaid the Record and proceedings of a plea which was lately depending before them in County Court aforesaid Between Nathaniel Tomlinson Plaintiff and Robert Nixon defendant and wherein the said County Court gave Judgment for the Plaintiff against the said Defendant and from which Judgment the said Judgment the Plaintiff aforesaid prayed and Appeal in to the Superior Court of law aforesaid which Record and proceedings is in the following Words. Towit— Mississippi Territory } ss Be it Remembered that on the Adams County } third day of July in the twenty fifth year of the American Independance Nathaniel Tomlinson obtained from Samuel Hancock Esquire one of the Justices of the Court of Common Pleas for said County an

Attachment against the Estate of Robert Knox which is in these Words to wit
"Mississippi Territory, to the Sheriff of Adams County Greeting. Whereas Nath
aniel Tomlinson hath Complained on Oath to Samuel Hancock Esquire Jus-
tice of the Court of Common Pleas of the County aforesaid that Robert Knox
is Justly Indebted to him to the Amount of three hundred and seventeen
dollars; and Oath having also been made that the said Robert Knox hath
removed himself and so absconds out of your County that the Ordinary
process of Law cannot be served on him and the said Nathaniel Tomlin-
son having given bond and security according to the Act in such case made
and provided, We therefore Command you that you Attach the
estate of the said Robert Knox if to be found in your County or so much
thereof of resolvable or security as shall be of Value sufficient to satisfy
the said Debt and Costs according to the Court Limit. And such Estate
so attached in your hands to secure or so to provide that the same may be
liable to further proceedings thereupon to be had at the Court of Common
Pleas to be held for the County of Adams aforesaid at the Court House
there in the Town of Natchez in said County on the wednesday next
after the first monday in August next so as to Compell the said Rob
ert Knox to appear and Answer the above Complaint of the said Nathan
iel Tomlinson when and where you shall make known to the said
Court how you shall have Executed this Writ. Witness Samuel Hancock
Esquire Justice of the said Court at the County aforesaid the third day
of July in the twenty fifth year of the American Independance

Sequia — Saml Hancock (Seal)

"Sheriffs Return"

3d July 1801. Executed on a parcel of Books and
Clothing Portmanteau &c. Wm Nichols D Shff.

"Affidavit"

Nathaniel Tomlinson } Plaintiff
and } Attachment.
Robert Knox } Defendant

Nathaniel Tomlinson maketh Oath that the Defendant Robert Knox
hath Removed himself Out of the County of Adams and from this Territory and
And so absconds that the Ordinary process of law cannot be served on him
And that the said Robert Knox is Justly Indebted to the Above
named Plaintiff to the Amount of three hundred and seventeen dollars
for Boarding &c Nathaniel Tomlinson"

Sworn And subscribed by the Above Nathaniel Tomlinson before
me the Undersigned One of the Justices of the Court of Common Pleas for the
County of Adams this 3d day of July A.D. 1801.

Saml Hancock

Know all Men by these Presents that we Nathaniel That we Nathaniel
Tomlinson And William Mc Williams both of the County of Adams, are held

and Jointly bound unto Robert Knox in the sum of Six hundred and thirty four Dollars to be paid to the said Robert Knox his Certain Attorney Executors administrators or assigns for which Payment well and truly to be made We bind Ourselves and each of us Our and each of Our heirs, Executors and Administrators jointly and severally firmly by these presents, Sealed with Our Seals and dated this 3d day of July in the year of Our Lord One thousand Eight hundred and One The Condition of the Above Obligation is such that Whereas the Above bound Nath.l Tomlinson hath this day of the date hereof prayed an Attachment at the suit of the Aforesaid Nathaniel Tomlinson against the Estate of the Above mentioned Robert Knox for the sum of three hundred and seventeen dollars and hath obtained the same returnable to the next Court of Common Pleas for the County of Adams to be held at Natchez on the Wednesday next after the fourteenth day in August next ensuing. Now if the said Nath.l Tomlinson shall prosecute his said suit with effect, or in case he shall fail therein shall well and truly pay and satisfy the said Robert Knox all such Costs and damages as shall be awarded and recovered against the said Nathaniel Tomlinson, his Heirs Executors and Administrators in any suit or suits, which may be hereafter brought for wrongfully suing out the said Attachment then the above Obligation to be Void otherwise to remain in full force and Effect In Witness whereof we have subscribed Our names and affixed Our Seals the day and year above Written

Executed in
presence of
Sam.l Hancock.

Nathaniel Tomlinson
H. M. Williams

Mississippi Territory } In the Superior Court June Term 1802.
County of Adams town }

Nathaniel Tomlinson Complains of Robert Knox in a Plea of Trespass on the Case &c For that whereas the said Robert Knox on the day of in the Year of Our Lord One thousand eight hundred and One towit in the County of Adams aforesaid was Indebted unto the said Nathaniel Tomlinson in the sum of three hundred and seventeen dollars lawful money of the United States of America For boarding Washing and Lodging before that time furnished by the said Nathaniel Tomlinson for the said Robert Knox and at his special instance and request And being so Indebted he the said Robert Knox in Consideration thereof afterwards towit on the same day and year last aforesaid in the County aforesaid took upon himself and then and there faithfully promised the said Nathaniel Tomlinson that he the said Robert Knox would well and truly pay and satisfy unto him the said Nathaniel the said sum of three hundred and seventeen dollars when he should be thereunto afterwards requested Yet the said Robert Knox not regarding his aforesaid promise and undertaking in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Nathaniel in this behalfe doth not yet pay the said sum of or any part thereof to the said Nathaniel (although often requested) but he to pay the same hath hitherto wholly refused and still doth refuse to the damage of him the said Nathaniel of Four hundred dollars and therefore he brings his Suit &c. Pledges to

J. Wallace Attorney
for the Plaintiff

Jno Lord
Richd Ror

At a Court held for the County aforesaid on Thursday the seventh day of October One thousand Eight hundred And One (until which time the Cause was legally Continued) on the Motion of the Defendant by his Counsel to Quash the Attachment Awarded hereon. The Matters being fully heard proceedings thereon are defective and illegal upon the face of it, and that the same be Quashed— Hpon which Opinion And Judgment of the Court the Plaintiff prayed An Appeal to the next Superior Court to be held for the District of Adams which is granted upon his Entering into Bond with Security in the Penalty of One hundred dollers Conditioned according to Law.

Know all Men by these Presents that we Nathaniel Tomlinson John Sloss and Samuel Timberlake are Severally bound to Robert Moore Esqr in the sum of One hundred dollars to the due payment of which We bind Ourselves and Ospigns, Witness Our hands & Seals this 8th. day of October 1802.

The Condition of the above Obligation is such that Whereas the above bound Nathaniel Tomlinson hath this day obtained an Appeal from the Final Order of the County Court of Adams County to the Superior Court of Law of Adams District in a Suit wherein the said Nathaniel is Plaintiff and Robert Moore defendant. Now if the said Nathaniel will prosecute the same Appeal to effect and perform the Judgment Sentence or decree which the said Superior Court may pass or make therein in Case the said Nathaniel Tomlinson shall have the Cause decided against him than the above Obligation to be Void otherwise to remain in full Force

Nathaniel Tomlinson (Seal)
Saml. Timberlake (Seal)
John Sloss (Seal)

Teste
David Hea C. A. C.

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and two this Cause was legally Continued.

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in February in the year of Our Lord One thousand Eight hundred and Three this Cause was legally Continued.

Afterwards towit at a Superior Court of law held at Natchez in and for the District Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and Three this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the First Monday in August in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued—

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the Third Monday in November in the

year of Our Lord One thousand Eight hundred and four this Cause was legally Continued -

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams in the year of Our Lord One thousand Eight hundred and four on the first Monday in February in said year this Cause was legally Continued Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in August in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued

Afterwards towit at a Superior Court of law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and four this Cause was legally Continued. -

Afterwards towit A writ was commanded to the Sheriff of Adams County in the District of Adams and Territory aforesaid to summon thirty two good and lawful Men of his County and to the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid to summon the good and lawful Men of his County According to the Directions of the Act of the General Assembly in such Case made Provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the year of Our Lord One thousand Eight hundred and five. By whom he who neither he to Recognize and so forth because as well he the same day is given to the parties aforesaid there and so forth. At which day towit before the Judges of the Territory aforesaid at the Court aforesaid then & there held Came as well the said Nathaniel Tomlinson as the said Robert Knox by their said Attorneys And the Jurors whose mention is above made being called Certain of them Came towit Robert Moore, Jonathan Dayton Isaac Alexander Nathan Sawyer Francis Surget Thomas Grafton Mathew McCulloch, Francis Graves Walter Burling Gerard Brandon James Moore William Barland - Who being Empannelled Sworn tried and Sworn to Speak the truth Concerning the matters within Contained say that Robert Knox hath damaged the Plaintiff Nathaniel Tomlinson to the Amount of One Cent besides his Costs and Charges and in Consequence thereof they the Jurors aforesaid upon their Oath aforesaid do assess the damages of the said Nathaniel Tomlinson to One Cent besides his Costs and Charges by him about his said suit in that behalf expended

Therefore it is Considered by the Court here that the said Nathaniel Tomlinson do recover against the said Robert Knox as well the sum of One Cent for his damages aforesaid by the Jurors aforesaid in form aforesaid assessed. As also the sum of for his Costs & Charges in and about the prosecution of his said suit by the said Court now here adjudged to the said Nathaniel Tomlinson with his Consent which said damages Costs and Charges Amount in the whole to

And the said Robert in Mercyde

R. James & Jas. Cl. Cox to Alt. of Lloyd.

Plea before the Honorable Peter Bryan Bruin Daniel Kerr and Thomas Rodney Esquires Judges &c and for the Newcastle County Court of Common Pleas held at Salem in and for the District aforesaid on the First Monday in January Anno Domini One Thousand Seven Hundred and five.

Be it Remembered that heretofore to wit at the Court aforesaid held at Salem in and for the District aforesaid on the First Monday of January Anno Domini One Thousand Seven Hundred and Eighty five came the above named James Cox by Thomas their Attorney and brought into Court here their Bill against Lloyd in Custody of the Sheriff of Salem County in the District aforesaid of a Plea of Debt and there are Pledges for Prosecution that is to say John Doe and Richard Roe which said Bill is in these Words to wit

State of New Jersey } Salem County Court of Common Pleas January Term 1785
Salem County } Be it remembered that Thomas Cox of Salem County Merchant and Partner in Trade and Copartnership with Jacob Cox of the same place Merchant by Virtue of a Power of Attorney from the said Jacob Cox bearing Date the Twenty fourth day of December in the Year of our Lord One Thousand Seven Hundred and Seventy five and now of Record in the Court aforesaid and James Cox of Salem County aforesaid Merchant by the same Power of Attorney bearing Date the Twenty fourth day of December in the Year of our Lord One Thousand Seven Hundred and Seventy five and now of Record in the Court aforesaid by Thomas Cox their Attorney in this behalf complain of Alexander Lloyd late of Salem County aforesaid Merchant in Custody of the Sheriff of Salem County aforesaid of a Plea of Trespass on the Case and also for that whereas the said Alexander Lloyd heretofore to wit on the Twenty fourth day of December in the Year of our Lord One Thousand Seven Hundred and Seventy five at Salem aforesaid in the County aforesaid was indebted to the said Jacob Cox and James Cox in the Sum of Two Hundred and Fifty Pounds Current Money of New Jersey aforesaid and being so indebted he the said Alexander Lloyd afterwards to wit on the Day and Year aforesaid at Salem aforesaid in the County aforesaid in Consideration thereof undertook and faithfully promised the said Jacob Cox and James Cox to pay them the said Sum of Two Hundred and Fifty Pounds Current Money aforesaid when he the said Alexander Lloyd should be thereunto afterwards requested and the said Jacob Cox and James Cox in fact say that although they the said Jacob Cox and James Cox have often requested the said Alexander Lloyd to pay them the said Sum of Two Hundred and Fifty Pounds Current Money aforesaid yet he the said Alexander Lloyd hath not paid the same or any part thereof but hath hitherto wholly refused and still refuses so to do to the Damage of the said Jacob Cox and James Cox of Two Hundred Pounds Current Money aforesaid and therefore they bring Suit &c

in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and Four this Cause was legally Continued.—

Afterwards towit it was Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawfull Men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good & lawful Men of his County according to the Directions of the Act of the General Assembly in such Case made & provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of law held at Natchez in and for the District of Adams on the first Monday in February in the Year of Our Lord One thousand Eight hundred and four. By whom & so forth who neither & so forth to recognize & so forth. Because as well & so forth, the same day is given to the Parties aforesaid then & so forth, At which time towit before the Judges of the Territory aforesaid at the Court aforesaid then and there held came as well the said H. Turner & Hall W. Cox as the said S. M. A Lloyd by their Attorneys And the Jurors whose mention is above made being called Contain of them towit, Robert Morton, Jonathan Dayton Isaac Alexander, Nathan Sawyer, Francis Surget, Thomas Grayston Matt McCulloch Francis Graves Walter Burling Gerard Brandon James Moore William Barland. who being Empannelled Chosen tried and Sworn to speak the truth on the Matters within contained say upon their Oath they find for the Plaintiffs the Debt in the Declaration mentioned which is Justly due to the said Plaintiffs on the writing Obligatory aforesaid and they assess their Damages by reason of the detention of the Debt aforesaid to the sum of Eighteen Dollars and fifty two Cents besides their Costs and charges by them about their Suit in that behalf expended

Therefore it is Considered by the Court that the said H Turner and H. M. Cox do recover against the said S. M. A Lloyd as well the sum of Seven hundred and thirty four dollars and fifty four Cents their Debt aforesaid as the sum of Eighteen dollars and fifty Cents for their damages by the Jurors aforesaid assessed to be sustained by reason of the Debt aforesaid and also the sum of for their said Costs and charges by them about their Suit in that behalf expended, by the said Court now here adjudged to the said H Turner and H. M. Cox with their assent. Which damages Costs and charges & Debt Amount in the whole to

And the said Joseph in Mercy &